

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 20, 2006



Location:

**Olney Central College
305 North West Street
Olney, Illinois 62450**

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

**Illinois Eastern Community Colleges
Board Agenda**

**June 20, 2006
7:00 p.m.
Olney Central College**

1. Call to Order & Roll Call.....Chairman Lane
2. Disposition of Minutes..... CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. Unpaid Leave
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Agreement with Division of Rehabilitation Services Cantwell
 - B. RAMP Document FY2008..... Cantwell
 - C. Inter-Funds Loans Resolution Browning
 - D. FY 2006-2007 Budget Resolution Browning
 - E. Building and Maintenance Fund Resolution Browning
 - F. Working Cash Fund Resolution..... Browning
 - G. Prevailing Rate of Wages..... Browning
 - H. Blue Cross Blue Shield Insurance Renewal..... Browning
 - I. FY07 Property, Automobile and Liability Insurance Renewal Browning
 - J. PHS Project Requested Budget Increase..... Browning
 - K. Accrual Run-Out..... Bruce
 - L. Increase in Transportation Fee Bruce
 - M. Affiliation Agreement with Weber Medical Clinic..... Bruce
 - N. Affiliation Agreement with Terre Haute Regional Hospital..... Bruce
 - O. FY07 DOC Contract with Lawrence Correctional Center..... Bruce
 - P. FY07 DOC Contract with Robinson Correctional Center Bruce
 - Q. Expansion of Robinson Enterprise Zone Bruce
 - R. Ethics Resolution..... Bruce

S. Building Lease Agreements.....	Bruce
OCC Cosmetology Lease	
IECC Dislocated Worker Program Lease	
IECC/IETC Lease	
IECC/CMS IDES Sublease	
IECC/Lake Land Sublease	
IECC/CEFS Sublease	
IECC/IL Rehab Services Sublease	
IECC/LWIB Sublease	
IECC/Wallace Lease	
9. Bid Committee Report	
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
C. Semi-Annual Review of 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 Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, May 16, 2006.

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

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

Mrs. Brenda K. Culver, Dr. George Andrew Fischer, Mr. Walter L. Koertge, Mr. James W. Lane, Jr., Dr. Larry Rost, Miss Marilyn J. Wolfe. Also present was Ms. Jessica Lowe, student trustee-elect. Trustees absent: Mr. Kevin C. Williams. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

Dr. Jack Davis, President of Olney Central College.

Dr. Michael Dreith, President of Frontier Community College.

Dr. Harry Benson, President of Wabash Valley College.

Dr. Carl Heilman, President of Lincoln Trail College.

Mr. Roger Browning, Chief Finance Officer & Treasurer.

Mrs. Tara Buerster, Director of Human Resources.

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

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

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

Ms. Pamela Schwartz, Associate Dean of Institutional Development.

Abbreviations Used in Minutes:

BITS – Business Industry Training Services

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

IECCEA – Illinois Eastern Community Colleges Education Association

LCC – Lawrence Correctional Center

LTC – Lincoln Trail College

LWIB – Local Workforce Investment Board

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 of the regular meeting, Tuesday, April 18, 2006, were presented for disposition.

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

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

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

#3-B. IECCEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustees complimented the colleges on their commencement exercises.

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

#5-C. Report from Cabinet: None.

Change Order of Agenda: Without objection, the Chair directed that the order of the agenda be changed and that Agenda Item #8-W be considered at this point in the meeting.

#8-W. Emma Vance Nature Preserve: IECC currently holds title to a 40 acre parcel of land known as the Emma Vance Woods, which was once part of the family farm of Emma Vance Morris. Nellie Morris Miles, Emma’s daughter, sought to preserve the natural features of the woods and in 1976 Mrs. Miles donated the property to the Nature Conservancy in honor of her mother. The Nature Conservancy subsequently leased the property to IECC and on July 6, 1982, the Nature Conservancy transferred the property to the Board of Trustees of IECC with the stipulation that the property be forever held for scientific, educational, and aesthetic purposes and kept in its natural state. Since that time, Emma Vance Woods, located approximately 8 miles northwest of Robinson, has been used as an outdoor educational center for Lincoln Trail College. The Illinois Nature Preserves Commission, a state agency and part of the Department of Natural Resources requested that the property be dedicated as an Illinois Nature Preserve under the Illinois Natural Areas Preservation Act. Under this Act, the property will be dedicated and held as a nature preserve and maintained in its natural condition. Mr. Bob Edgin, representing the Illinois Department of Natural Resources, was present at the meeting and reviewed the dedication procedure for the trustees.

Recommendation: The CEO recommended that the following resolution be adopted to dedicate the Emma Vance Woods in Crawford County as an Illinois Nature Preserve.

Resolution Dedicating the Emma Vance Woods as an Illinois Nature Preserve

KNOW ALL PEOPLE BY THESE PRESENTS, that the Board of Trustees of the Illinois Eastern Community Colleges, whose address is 233 East Chestnut Street, Olney, Illinois 62450, being the owner thereof, does hereby dedicate the following described real property as a Nature Preserve:

The East part of the Northeast quarter of the Northwest quarter of Section 29, Township 8 North, Range 13 West of the 2nd Principal Meridian containing 20 acres, more or less and having a PIN of 011-29-000-001-000.

ALSO, that part of the Northeast quarter of the Northwest quarter of Section 29, Township 8 North, Range 13 West of the 2nd Principal Meridian lying West of the East Bank of Maple Creek containing 21 acres, more or less and having a PIN of 011-29-000-002-000.

The property hereinabove described is dedicated for the purposes, and shall be held, maintained, and used, as provided for nature preserves in the Illinois Natural Areas Preservation Act (525 ILCS 30) (hereinafter referred to as the "Act"). Said property is further dedicated for the purposes, and shall be held, maintained, and used, as provided for nature preserves in any amendment to said Act enacted hereafter, but no such amendment shall alter the exclusive commitment of said property to the preservation of natural conditions for the purposes specified in said Act as of the date of this dedication.

The property herein dedicated shall remain as one tract, whether under individual or multiple ownership, and it shall not at any time be divided or subdivided except with permission of the Illinois Nature Preserves Commission.

Nothing herein contained shall be construed as to permit public access to the property herein dedicated without permission of the owner. However, members and agents of the Illinois Nature Preserves Commission may, upon prior notice to the owner, inspect the dedicated property.

The property herein dedicated shall be subject to the Rules for Management of Illinois Nature Preserves, as amended, and any approved master plan. The master plan for the Nature Preserve and any amendments to the master plan shall be approved by the owner and the Illinois Nature Preserves Commission.

The owner intends that this Dedication shall qualify for treatment as a "qualified conservation contribution" under Section 170(h) of the Internal Revenue Code of 1986 (hereinafter referred to as the Code). The Commission is authorized hereby and under the Act to enforce this Dedication on behalf of the public and to take such other action as may be provided herein or under the Act. The Commission is a governmental unit described in Section 170(b)(1)(A)(v) of the Code.

If circumstances arise in the future which render the purpose of this Dedication impossible to accomplish, this Dedication can only be terminated or extinguished, with respect to the entire Property or any portion thereof, by a written instrument executed on behalf of the Commission (with the Commission's approval) and by the Governor of the State of Illinois. Any taking of the Property or any portion thereof, under power of eminent domain, may occur only as provided in Section 14 of the Act. Upon such extinguishment, whether through eminent domain or otherwise, the Commission shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the value of this Dedication. The value of this Dedication at the time of such extinguishment, shall be determined as provided below. The Commission shall use all such proceeds in a manner consistent with the conservation purposes of this grant, provided, however, that such use shall not be limited to the Property.

This Dedication constitutes a real property interest immediately vested in Grantee, which has a fair market value determined by multiplying the fair market value of the Property unencumbered by this Dedication by a fraction, of which the numerator shall be the value of the Dedication at the time of this grant and the denominator shall be the value of the Property, without deduction for the value of this Dedication, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by this Dedication shall remain constant, and the

value of this Dedication shall be equal to the difference in value between the Property, without diminution attributable to this Dedication, and the value of the Property as encumbered by this Dedication.

In the event owner claims a federal income tax deduction for donation of a "qualified conservation contribution" as that term is defined in Section 170(h) of the Internal Revenue Code, owner shall provide the Commission with a copy of all appraisals of the fair market value of this Dedication. Upon receipt of all such appraisals and this fully executed instrument, the Commission shall sign any appraisal summary form prepared by the Internal Revenue Service and submitted to the Commission by owner.

Board Action: Mrs. Culver made a motion to adopt the foregoing resolution to dedicate the Emma Vance Woods in Crawford County as an Illinois Nature Preserve. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #6 – “Policy First Readings (and Possible Approval)” – None.

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

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

#8-A. Joint Agreement with Kaskaskia College: Ms. Cantwell reviewed the Joint Agreement for Education Cooperation between Illinois Eastern Community Colleges and Kaskaskia College. There is one change to this agreement from last year. Basic Carpentry Certificate is removed. Under the agreement, the colleges agree to accept students in certain programs that are not offered by their home district, thus providing additional educational programs to the students of each district involved in the agreement.

Under the agreement, Illinois Eastern Community Colleges District No. 529 agrees to accept students from Kaskaskia College District No. 501 in the following programs:

- Coal Mining Technology, AAS/Certificate
- Diesel Equipment Technology, AAS
- Industrial Manufacturing Technology, AAS
- Machine Shop Technology, AAS/Certificate
- Radio-TV Broadcasting, AAS
- Telecommunications Technology, AAS/Certificate

Under the agreement, Kaskaskia College District No. 501 agrees to accept students from Illinois Eastern Community Colleges District No. 529 in the following programs:

- Dental Assisting, Certificate
- Diagnostic Medical Sonography, Certificate
- Nail Technology, Certificate
- Physical Therapist Assistant, AAS
- Respiratory Therapy, AAS

Recommendation: The CEO recommended approval of the joint agreement with Kaskaskia College as presented.

Board Action: Dr. Fischer made a motion to approve the joint agreement with Kaskaskia College as recommended. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Local Workforce Investment Board Area #23 Contract: Following recent changes at Local Workforce Investment Board #23 (LWIB), a critical skills shortage study was done. That study showed that there was a shortage of healthcare professionals, especially registered nurses. The LWIB wishes to contract with Illinois Eastern Community Colleges for the development and delivery of training modules for healthcare professionals, including supervisors and managers, working in hospital and nursing home settings. The targeted population for the training will be newly promoted LPN and RN's, along with supervisors and other managers. Because grant funds must be spent quickly, introductory modules will be developed to complete phase one of this grant with expanded offerings in phases two and three. The LWIB has provided a grant in the amount of \$50,000 to provide eight training modules. No funds will be expended until a contract has been submitted and signed by all parties involved. The CEO recommended that authorization be given to proceed with a contract with LWIB for these training services.

Board Action: Mrs. Culver made a motion to proceed with a contract with Local Workforce Investment Board Area #23 as recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Affiliation Agreement with Crawford Memorial Hospital (CNA): IECC wishes to enter into a new affiliation agreement with the Crawford Memorial Hospital, Robinson, Illinois. This new affiliation agreement is the standard affiliation agreement utilized by the District for the Certified Nurse Assistant Program.

#8-D. Affiliation Agreement with Lawrenceville United Methodist Village (CNA): IECC wishes to enter into a new affiliation agreement with the Lawrenceville United Methodist Village, Lawrenceville, Illinois. This new affiliation agreement for the Certified Nurse Assistant Program is the standard affiliation agreement utilized by the District.

Recommendation: The CEO recommended approval of Certified Nurse Assistant Program affiliation agreements with Crawford Memorial Hospital and Lawrenceville United Methodist Village.

Board Action: Mr. Koertge made a motion to approve Certified Nurse Assistant Program affiliation agreements with Crawford Memorial Hospital and Lawrenceville United Methodist Village as recommended. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Affiliation Agreement with Crawford Memorial Hospital – Rural Clinic (MA): IECC wishes to enter into a new affiliation agreement with the Crawford Memorial Hospital – Rural Clinic. This new affiliation agreement for the Medical Assistant Program is the standard affiliation agreement utilized by the District.

#8-F. Affiliation Agreement with Dr. Rachael Walters – Lawrenceville (MA): IECC wishes to enter into a new affiliation agreement with Dr. Rachael Walters, Lawrenceville, Illinois. This new affiliation agreement for the Medical Assistant Program is the standard affiliation agreement utilized by the District.

#8-G. Affiliation Agreement with Lathrop & Associates (MA): IECC wishes to enter into a new affiliation agreement with Lathrop & Associates, Robinson, Illinois. This new affiliation agreement for the Medical Assistant Program is the standard affiliation agreement utilized by the District.

#8-H. Affiliation Agreement with Sarah Bush Lincoln Healthcare (MA): IECC wishes to enter into a new affiliation agreement with Sarah Bush Lincoln Healthcare, Mattoon, Illinois. This new affiliation agreement for the Medical Assistant Program is the standard affiliation agreement utilized by the District.

#8-I. Affiliation Agreement with Paris Community Medical Center (MA): IECC wishes to enter into a new affiliation agreement with the Paris Community Medical Center, Paris, Illinois. This new affiliation agreement for the Medical Assistant Program is the standard affiliation agreement utilized by the District.

#8-J. Affiliation Agreement with Springhill Medical Center (MA): IECC wishes to enter into a new affiliation agreement with Springhill Medical Center, Terre Haute, Indiana. This new affiliation agreement for the Medical Assistant Program is the standard affiliation agreement utilized by the District.

Recommendation: The CEO recommended approval of Medical Assistant Program affiliation agreements with Crawford Memorial Hospital Rural Clinic, Dr. Rachael Walters, Lathrop & Associates, Sarah Bush Lincoln Healthcare, Paris Community Medical Center and Springhill Medical Center.

Board Action: Dr. Fischer made a motion to approve Medical Assistant Program affiliation agreements with Crawford Memorial Hospital Rural Clinic, Dr. Rachael Walters, Lathrop & Associates, Sarah Bush Lincoln Healthcare, Paris Community Medical Center and Springhill Medical Center as recommended. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Affiliation Agreement with Crawford Memorial Hospital (PT): IECC wishes to enter into a new affiliation agreement with Crawford Memorial Hospital, Robinson, Illinois. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-L. Affiliation Agreement with Lawrenceville CVS (PT): IECC wishes to enter into a new affiliation agreement with CVS Pharmacy, Lawrenceville, Illinois. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-M. Affiliation Agreement with Vincennes CVS (PT): IECC wishes to enter into a new affiliation agreement with CVS Pharmacy, Vincennes, Indiana. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-N. Affiliation Agreement with Olney Jennings Pharmacy (PT): IECC wishes to enter into a new affiliation agreement with Jennings Pharmacy, Olney, Illinois. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-O. Affiliation Agreement with Richland Memorial Hospital (PT): IECC wishes to enter into a new affiliation agreement with Richland Memorial Hospital, Olney, Illinois. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-P. Affiliation Agreement with Bertram's Pharmacy (PT): IECC wishes to enter into a new affiliation agreement with Bertram's Pharmacy, Robinson, Illinois. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-Q. Affiliation Agreement with Terre Haute Regional Hospital (PT): IECC wishes to enter into a new affiliation agreement with Terre Haute Regional Hospital, Robinson, Illinois. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

#8-R. Affiliation Agreement with Vincennes Walgreens (PT): IECC wishes to enter into a new affiliation agreement with Walgreens, Vincennes, Indiana. This new affiliation agreement for the Pharmacy Technician Program is the standard affiliation agreement utilized by the District.

Recommendation: The CEO recommended approval of Pharmacy Technician Program affiliation agreements with Crawford Memorial Hospital, Lawrenceville CVS, Vincennes CVS, Olney Jennings Pharmacy, Richland Memorial Hospital, Bertram's Pharmacy, Terre Haute Regional Hospital and Vincennes Walgreens.

Board Action: Miss Wolfe made a motion to approve Pharmacy Technician Program affiliation agreements with Crawford Memorial Hospital, Lawrenceville CVS, Vincennes CVS, Olney Jennings Pharmacy, Richland Memorial Hospital, Bertram's Pharmacy, Terre Haute Regional Hospital and Vincennes Walgreens as recommended. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-S. Affiliation Agreement with Lakeland Rehabilitation and Health Care Center (N): IECC wishes to enter into a new affiliation agreement with Lakeland Rehabilitation and Health Care Center, Effingham, Illinois. This new affiliation agreement for the IECC Associate Degree Nursing Program is the standard affiliation agreement utilized by the District.

#8-T. Affiliation Agreement with Newton Rest Haven (N): IECC wishes to enter into a new affiliation agreement with Newton Rest Haven, Newton, Illinois. This new affiliation agreement for the IECC Associate Degree Nursing Program is the standard affiliation agreement utilized by the District.

Recommendation: The CEO recommended approval of Associate Degree Nursing Program affiliation agreements with Lakeland Rehabilitation and Health Care Center and Newton Rest Haven.

Board Action: Dr. Rost made a motion to approve Associate Degree Nursing Program affiliation agreements with Lakeland Rehabilitation and Health Care Center and Newton Rest Haven. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-U. SunGard SCT Contract Extension: SunGard SCT Inc., Malvern, Pennsylvania, is IECC's current software supplier. SunGard SCT provides all of the software for financial, personnel, and student records operations. The current contract, which expires April 30, 2009, has a fee escalation cap of 4% that will revert to 10% on May 1, 2009. If IECC will agree to a contract extension through April 30, 2015, the current fee escalation cap will be kept at 4% for the life of the agreement effective May 1, 2006. This 4% cap will save IECC a substantial amount of money over the life of the contract. The CEO recommended approval of a contract extension to the current contract with SunGard SCT until the year 2015.

Board Action: Miss Wolfe made a motion to approve a contract extension to the current contract with SunGard SCT until the year 2015 as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-V. Contract for Background Checks for Allied Health Students: Under state law and Board policy, background checks are required of all IECC students who enter Allied Health Programs. The President of Olney Central College has been empowered by the Board to determine the extent of the background search. Currently, a request is made of the Illinois State Police (ISP) to complete a background check and a \$16.00 fee is submitted. Although the ISP does a credible job of the background checks required, there have been some problems because of budgeting limitations placed on the ISP in recent years. The ROSS Agency has offered to provide background checks to IECC for the same fee that is currently required by the ISP. The proposed contract requires an expeditious and accurate search and a requirement that IECC only use the information in a lawful manner. IECC will only pay for those searches that are requested. The CEO recommended approval of a contract with the ROSS Agency to conduct background checks for Allied Health students as outlined.

Board Action: Ms. Lowe made a motion to approve a contract with the ROSS Agency to conduct background checks as recommended. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-W. Emma Vance Nature Preserve: Action was taken on this item earlier in this meeting.

#8-X. Amendment to DOC Contracts for FY06: The Illinois Department of Corrections has asked that existing contracts with the Department for LTC educational services at the Lawrence Correctional Center and the Robinson Correctional Center be amended to allow a 3% wage stipend for DOC employees, covering the period January 1, 2006 through June 30, 2006, which will put in place a

1.5% actual wage stipend. (The Board of Trustees previously took action to provide a \$500 stipend to IECC/DOC employees in FY06.) The following changes to existing contracts are recommended:

Robinson Correctional Center:

- 1) Reduce Food Services, \$16,600.
- 2) Reduce Computer Technology, \$4,800.
- 3) Reduce Vocational Improvement Travel, \$300.
- 4) Reduce Indirect Expenses, \$2,140.
- 5) Increase Administration and Youthful Offender – 3%, \$3,732.
- 6) Increase Commodities, \$3,100.

Lawrence Correctional Center:

- 1) Reduce Food Services, \$16,497.
- 2) Reduce Computer Technology, \$8,043.
- 3) Reduce Vocational Improvement Travel, \$777.
- 4) Reduce Indirect Expenses, \$2,454.
- 5) Increase Administration and Youthful Offender, \$2,163.
- 6) Increase Commodities, \$1,750.

Board Action: Miss Wolfe made a motion to approve the foregoing DOC contract amendments as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” –

#9-A. FCC – Office Workstations: The Chief Finance Officer presented the recommendation of the Bid Committee to accept the bid of Stiles Office Solutions, Inc., Carbondale, Illinois, \$15,498.52, for office workstations for Frontier Community College. Source of Funds: Education Fund. Department: Administrative.

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

Board Action: Mrs. Culver made a motion to approve the foregoing recommendation of the Bid Committee to accept the bid of Stiles Office Solutions, Inc. for office workstations for FCC, as outlined. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$3,005,573.10, as of April 30, 2006.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2006, totaling \$1,111,324.66, were presented for approval.

Board Approval for Payment of Financial Obligations: Miss Wolfe made a motion to approve payment of district financial obligations for May 2006, in the amounts listed, and payments from the revolving fund for April 2006. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

1. New Web Page.
2. Newton Power Plant – Assessment Agreement with Ameren/CIPS being drafted.
3. Student Satisfaction Survey Results, Spring 2006 – 94.5% expressed no dissatisfaction with District services.
4. Graduation Data – 1,080 students were awarded degrees, as follows:
FCC 158, LTC 238, OCC 393, WVC 291.
5. Enrollment Report – District Up 7%.

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 following actions were taken relative to executive session minutes.

#13-A. Written Executive Session Minutes: The CEO recommended that written minutes of an executive session held during the regular meeting Tuesday, April 18, 2006 be approved and remain closed at this time.

Board Action: Mr. Koertge made a motion to approve, as prepared, written minutes of an executive session held April 18, 2006, but that executive session minutes of that date will remain closed and not be opened to public inspection at this time. Dr. Fischer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

#13-B. Approval of Audio Recording of Executive Session: The CEO recommended that the audio recording of an executive session of Tuesday, April 18, 2006 be approved and that the Board Secretary make provisions for its safe keeping, that it be made available only upon the proper order of a court and a finding by a judge that such audio recording should be released. This audio recording shall be destroyed 18 months after the date of the meeting if the Board has adopted written minutes of the executive session in question.

Board Action: Mr. Koertge made a motion to approve the audio recording of an executive session of April 18, 2006 as recommended. Dr. Fischer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

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

400.1. Employment

- A. Faculty
 - 1. Andrea Gere, Psychology/Sociology Instructor, effective August 14, 2006.
 - 2. Nick Short, Life Science Instructor, effective August 14, 2006.
- B. Professional/Non-Faculty
 - 1. Darletta Mayhue, Women’s Basketball Coach, OCC, effective July 5, 2006.

400.2. Change in Status

- A. Faculty
 - 1. Kyle Peach, Director of Broadcasting, WVC, to Radio/TV Broadcasting Instructor, effective August 14, 2006.

400.3. Special Assignments

- A. Olney Central College – Academic
 - Donna Henry, Full-Time Administrative Special Assignment, Spring 2006, \$2,000.
- B. Lincoln Trail College – Extra-Curricular
 - Lonnie Devin, Student Senate Advisor, Spring 2006, \$250.

400.4. Resignation

- A. Faculty
 - 1. Nick Wright, Chemistry Instructor, resignation effective May 12, 2006.

400.5. Retirements

- A. Faculty
 - 1. Connie Girtten, Nursing Instructor, retirement effective May 16, 2006.
- B. Classified
 - 1. Freda Kelley, Custodian, LTC, retirement effective August 1, 2006.

Personnel Report Addendum

400.6. Resignation

- A. Faculty
 - 1. Larry Conour, Computer Technology Instructor, LTC/RCC, resignation effective May 25, 2006.

#14-A. Board Action to Amend Personnel Report: Dr. Rost made a motion to amend the Personnel Report, to add an addendum containing Section 400.6 as recommended. Miss Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

#14-B. Board Action to Approve Personnel Report: Ms. Lowe made a motion to approve the foregoing amended Personnel Report as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. 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 & Disposition of Property” – None.

AGENDA #18 – “Other Items” – None.

AGENDA #19 – “Adjournment” – Mr. Koertge made a motion to adjourn. Mrs. Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion carried, and the meeting adjourned at 8:00 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

A. Trustees

B. Presidents

C. Cabinet

Coal Mining Technology/Telecom

Agenda Item #6

Policy First Reading (and Possible Approval)

Unpaid Leave

Agenda Item #6A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
RE: Unpaid Leave Policy

Under current Board policy, all unpaid leave must be approved by the Board of Trustees. This policy has caused some difficulties from time to time.

Occasionally, District employees have to care for a parent, a child, or have a personal illness that requires intermittent days off for care of others or to take care of their own illness. If an employee has used all sick leave and wants to take unpaid leave, the current policy really does not allow for a one or two day leave of absence.

The proposed policy change would allow the CEO to grant up to two weeks of unpaid leave for an employee. In most instances, the employee will be requesting a 1-3 day leave for pressing medical problems involving either family or themselves.

I ask Board approval for this policy change.

TLB/rs

Attachment

Leave and Benefit Policy - Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Agreement (400.4)

Date Adopted: May 20, 1997
Revised: November 15, 2005
Revised: June 20, 2006

The purpose of the leave and benefit policy is to describe the Board-approved leave days and benefits. Unless otherwise noted, leave days described below are not paid out upon termination.

- A. Sick Leave. Each full-time employee shall, on the first day of employment of the employee's initial year, be granted a pro-rated share of working days up to a total of seventeen (17) sick leave days with pay.

After the initial year of employment and at the beginning of every fiscal year thereafter, each full-time employee will receive days of sick leave according to the following schedule:

<u>Years of Continuous Full-time Service</u>	<u>Sick Leave Days Per Year</u>
2-9	12
10-15	15
16-20	18
21-25+	21

Any unused sick leave days will be allowed to accumulate.

The Chief Executive Officer/Chief Operating Officer or a designee may require the employee on sick leave to provide a statement from the employee's physician. In addition, the Chief Executive Officer/Chief Operating Officer may require that the employee be examined by a physician determined by the Chief Executive Officer/Chief Operating Officer. In the latter case, the cost of the examination will be borne by the Board of Trustees.

- B. Personal Leave. A full-time employee shall be granted, without loss of pay or benefits, two (2) leave days per fiscal year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.
- C. Required Court Appearance Leave. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Part-time hourly employees: Part-time employees who 1) work 20 hours or more per week and 2) have been employed by IECC for 6 months or more will be eligible for required court appearance leave. Part-time employees who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

Part-time faculty: Part-time faculty who 1) teach at least 3 hours for the semester and 2) have been employed by IECC for more than one semester will be eligible for required court appearance leave. Part-time faculty who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

- D. Funeral Leave. Full-time employees shall be granted funeral leave for the purpose of attending the funeral, without loss of pay, under the following terms and conditions.

Three Days of Leave at Full Pay – For a death within the immediate family, which means the full-time employee's spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

One Day Leave at Full Pay. For a death of a near relative.

- E. Leave of Absence. **The CEO may grant up to two week's leave of absence without pay to a full-time employee.** The Board may grant up to one year's leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chief Executive Officer/Chief Operating Officer not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee's unpaid leave of absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee's sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

- F. Absences Due to Attendance at Educational Meetings and Conferences. Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the employee's immediate supervisor in accordance with established guidelines. Employees authorized to represent the college or district shall be allowed expenses according to the regulations of the District.
- G. Personal Emergency Leave. For reasons of personal emergency, a full-time employee may use up to six days per year of accumulated sick leave. Advance approval for such leave shall be secured from the employee's immediate supervisor.
- H. Accounting. An accounting of accumulated sick leave will be made semi-annually.
- I. Insurance Benefits. Major medical and dental insurance shall be made available for full-time employees.

Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.

- J. Modified-Time Employees. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.
- K. Holidays and Breaks. Paid holidays for all full-time employees include Independence Day, Martin Luther King, Jr. Day, Labor Day, Presidents' Day, Columbus Day, Veterans' Day, Spring Holiday, Thanksgiving, Memorial Day, Christmas, and New Year's Day.

The administration establishes winter break in accordance with the academic calendar.

Full-time employees shall be granted one (1) floating holiday per fiscal year. Floating holidays do not accumulate and must be used during the fiscal year. Full-time employees must have been employed before March 1 to be eligible for the floating holiday. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor (effective July 1, 2003).

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Agreement with Division of Rehabilitation Services

Agenda Item #8A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Agreement with Division of Rehabilitation Services

Illinois Eastern Community Colleges (IECC) currently has an agreement with the Division of Rehabilitation Services (DRS) to clarify relationships between DRS and the four colleges within the IECC system.

The agreement clarifies DRS' responsibilities for funding disability related services and IECC's responsibilities for funding accommodations for students with disabilities.

The intent of the agreement is to ensure that students with disabilities receive services needed to complete their course of study and can obtain viable employment for independent living.

DRS can provide technical assistance including physical accessibility surveys, accommodation consultation, and information on computer assigned real time captioning (CART).

This agreement would be effective from July 1, 2006 and will remain in effect until June 30, 2007, unless terminated by either party. I would ask the Board's approval of this agreement.

TLB/rs

Attachment

Agreement between the Division of Rehabilitation Services located at 1112 South West Street, Olney, IL 62450 and Illinois Eastern Community Colleges (Frontier Community, Lincoln Trail, Olney Central, and Wabash Valley) 05/2006

Introduction:

The mission of Division of Rehabilitation Services (DRS)-Vocational Rehabilitation program is to assist individuals with disabilities in successfully preparing for, obtaining and retaining employment. Vocational Rehabilitation (VR) provides a variety of services pursuant to this mission. In contrast, the mission of higher education is to make available to all students, regardless of disability, the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability. Institutions of higher education provide accommodations to students with disabilities, as necessary, to assure their equal access to such opportunities. While the missions of VR and of higher education are different, they are not mutually exclusive. This agreement seeks to clarify roles and responsibilities of the parties involved in fostering a seamless delivery system for those services that overlap.

Although the primary purpose is to clarify relationships between DRS and a college/university, it is equally beneficial to extend these collaborations into high schools. The interagency team developing this agreement encourages the development of a similar agreement between DRS and the secondary educational system. Additional benefits of this agreement are improving communications and increasing dialogue among local parties, including secondary schools that will ultimately improve service to students (as described in state law 20 ILCS 2405).

DRS' responsibilities for funding disability - related services are defined in Sections 101 and 103 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 721 and 794). The educational entities' responsibilities for funding accommodations for students with disabilities are defined under Section 504 of the Rehabilitation Act (20 U.S.C. 794) and the Americans with Disabilities Act (42 U.S.C. 12182(a)).

Every partner within the higher education system will have an agreement with the local DRS office. This agreement will be periodically reviewed (at least annually) and is subject to modification at the initiation of either party.

Intent:

- To ensure that students with disabilities receive services needed to complete their course of study and to obtain viable employment for independent living.

- To make the most effective use of available resources of the Division of Rehabilitation Services, the community colleges, and four-year colleges and universities to promote learning, academic achievement and employability of students with disabilities.

- To foster collaboration and information sharing among various governmental entities, educational institutions, local service organizations, and students with disabilities and their families.

Guiding Principles:

- _ The primary goal in developing a cooperative agreement is to promote student achievement and employability.
- _ DRS customers attending educational institutions are a joint responsibility of the local DRS office and the educational institution.
- _ DRS and educational institutions will collaborate to identify ways to use resources in the most efficient manner.
- _ In order to increase understanding, support efficient resource allocation and foster students' success and goal attainment, DRS and educational institutions will encourage the use of professional meetings, training sessions, customer consultations and resource planning between DRS and the educational institution staff.
- _ DRS will provide technical assistance to all entities that may assist DRS customers.

Technical assistance from DRS may include:

- **Physical accessibility surveys**
- **Accommodation consultation**
- **Information on Computer Assisted Real Time captioning (CART)**

General Directives:

_ In keeping with their differing missions, the Division of Rehabilitation Services and education institutions may maintain different requirements regarding eligibility, documentation of disability and assignment of services or accommodations. In addition, nothing within this agreement shall obligate DRS or educational institutions to abandon or alter their policies regarding such matters as are used in guiding the provision of services/ support.

_ DRS is responsible for provision of vocational rehabilitation services to eligible individuals who attend higher education as part of an Individual Plan for Employment.

_ DRS and the local educational institution will determine mutual in-service training needs of staff and implement joint staff development/training.

Identified in-service training needs include:

- **Cross training on each party's programs & services**
- **Informational sharing meetings**
- **Reasonable accommodation training for IECC staff**
- **Semester meetings to share/collaborate student information**
- **Changes related to financial aid**

Entities will share information regarding programming, policies and procedures of the DRS and higher education institution within the parameters of rules relative to customer confidentiality.

DRS and educational institutions will obtain the signatures necessary for release of information from DRS customers to facilitate communication regarding services, when applicable.

The parties will emphasize the maximum utilization of comparable benefits defined as services that are provided or paid for, in whole or in part, by other Federal, State, or local public resources, which are available to the student.

The educational institution is responsible for assuring that students with disabilities have access to all programs; for goods and services through the use of nondiscriminatory policies and procedures, and for assuring students are provided reasonable accommodations, auxiliary aids and services as indicated necessary by the appropriate documentation of the student's disability.

The educational institution is responsible for the costs of making its programs and services accessible to DRS customers. This applies to programs and services that are provided to all students attending the particular college/universities. This would include items that are kept by the program and used by multiple students.

DRS is responsible for costs of services that are used in an individual's residence. DRS pays for DRS-approved auxiliary services that are retained by the customer upon program completion.

DRS Financial Responsibility

- **25% of DRS rates for registered interpreters (including mileage)**
- **25% of DRS rates for Ancillary Services (including tutoring)**
- **20% of the DRS rates for CART services**
- **20% of DRS fees for note takers & scribes**

Representatives of both parties will appoint liaison personnel who will be responsible for making recommendations for resolutions of dispute. DRS personnel will include the local office supervisor, the Assistant Bureau Chief, and the Director of the Division of Rehabilitation Services. DRS personnel will initiate the contact with staff designated by the president of the educational institution to facilitate dispute resolution. State agency and institutional services will continue during the dispute resolution. It is recommended that the negotiator for the educational institution identify by name the parties who will address disputes up to and including the college/university president.

DRS dispute resolution staff:

Dorothy Neal, Rehabilitation Services Supervisor
Ron Sazone, Assistant Bureau Chief (Region 5)
Robert Kilbury, Director (DRS)

College/university dispute resolution staff:

Illinois Eastern Community Colleges

Terry Bruce, Chief Executive Officer

Chris Cantwell, Associate Dean, Academic & Student Support

Rita Adams, Program Director, College Support Services

Frontier Community College

Jerry Hefley, Dean

Michael Dreith, President

Terry Bruce, Chief Executive Officer

Lincoln Trail College

Penny Quinn, Dean

Carl Heilman, President

Terry Bruce, Chief Executive Officer

Olney Central College

Lisa Benson, Dean

Jack Davis, President

Terry Bruce, Chief Executive Officer

Wabash Valley College

Matt Fowler, Dean

Harry Benson, President

Terry Bruce, Chief Executive Officer

This agreement is intended as a point of departure to clarify cooperative relations between DRS and institutions of higher education, rather than a final destination. The agreement is a work in progress with an expectation that continued refinements will lead to an increasingly effective collaborative ventures. The end result will be consistent and effective procedures between DRS and educational institutions, enhanced communication among partners and improved services to students.

**DRS Interpreter Fees
(Through March 31, 2006)**

Fee *	Certification **
\$31.00/hr.	RID: CSC or CI/CT
\$28.00/hr.	RID: CI or CT or IC/TC
\$24.00/hr.	RID: IC or TC
\$23.00/hr.	ISAS Level 5 NAD Level 5 WITA 1 MICS Comprehensive
\$22.00/hr.	ISAS Level 4 NAD Level 4 WITA 2 MICS Advanced
\$21.00/hr.	ISAS Level 3 NAD Level 3 WITA 3 MICS Intermediate
\$20.50/hr.	ISAS Level 2 NAD Level 2 WITA 4 MICS Apprentice
\$20.00/hr.	ISAS Level 1 NAD Level 1 WITA 5 MICS Novice

* Interpreters for the Deaf-Blind get \$3.00/hour more

** RID (Registry of Interpreters for the Deaf)
 ISAS (Interpreter Skills Assessment Screening)
 NAD (National Association of the Deaf)
 WITA (Wisconsin Interpreting and Transliterating Assessment)
 MICS (Missouri Interpreter Certification System)

DRS Interpreter Fees
(Effective April 1, 2006)

Fee *	Certification**
\$45.00/hr.	RID: CSC or CI/CT
\$40.00/hr.	RID: CI or CT or IC/TC
\$34.50/hr.	RID: IC or TC
\$33.00/hr.	ACCI Level 5 ISAS Level 5 NAD Level 5 WITA 1 MICS Comprehensive
\$31.50/hr.	ACCI Level 4 ISAS Level 4 NAD Level 4 WITA 2 MICS Advanced
\$21.00/hr.	ACCI Level 3 ISAS Level 3 NAD Level 3 WITA 3 MICS Intermediate
\$20.50/hr.	ACCI Level 2 ISAS Level 2 NAD Level 2 WITA 4 MICS Apprentice
\$20.00/hr.	ACCI Level 1 ISAS Level 1 NAD Level 1 WITA 5 MICS Novice

* Interpreters for the Deaf-Blind get \$3.00/hour more

** RID (Registry of Interpreters for the Deaf)
 ISAS (Interpreter Skills Assessment Screening)
 NAD (National Association of the Deaf)
 WITA (Wisconsin Interpreting and Transliterating Assessment)
 MICS (Missouri Interpreter Certification System)
 ACCI (American Consortium of Certified Interpreters)

Addendum

The mission of the Department of Human Services Office of Rehabilitation Services is to assist individuals with disabilities in achieving their goals in the areas of employment, education and independent living. We value our community partners, including institutions of higher education, who work with us to provide the training that is needed to obtain and retain employment.

The intention of this addendum is to provide clarification of the responsibilities of institutions of higher education and DHS-DRS. It is necessary to provide our customers with a seamless delivery system for service(s) that overlap.

DRS will develop an Individual Plan for Employment (IPE) for our customers. DRS will conduct a financial analysis on an annual basis; this will determine the extent of DRS financial participation towards the cost of a customer's training.

The institution of higher education is responsible for making its services and programs accessible to an individual with a disability. This may include, but is not limited to, the provision of sign language interpreters, readers, note takers, scribes, alternate formatting (Braille & text enlargement), Computer Assisted Real Time captioning (CART), and other speech-to-text services.

DRS has an obligation to ensure that customers have the knowledge and tools needed to obtain and retain employment. DRS may purchase various services for a customer with an appropriate IPE. This would include auxiliary services that are used off-campus and those that are kept by the customer after he/she completes training. This may include, but is not limited to, Personal Assistants (PA's), computer software and hardware that is kept by the customer and the use of readers in the customer's residence.

The payment of DRS funds for approved auxiliary services is based on current DRS rules and policies. This includes the use of an established fee and rules regarding the reimbursement of various services. Unless otherwise noted, reimbursement is based on DRS rates.

Sign language interpreters, for instance, would be paid in accordance to DRS policies and rules. DRS has established rates and does not pay portal-to-portal (door-to-door); we pay for the actual time that is worked. We pay for mileage if it is more than 20 miles one way. DRS will only pay for interpreters who are registered with the Illinois Deaf and Hard of Hearing Commission.

Signature Page
Illinois Eastern Community Colleges

Dorothy Neal, Rehabilitation Services Supervisor /Date

Illinois Eastern Community Colleges, Chief Executive Officer/Date

Agenda Item #8B

Resource Allocation and Management Document

Agenda Item #8B

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: RAMP FY08

IECC's RAMP (Resource Allocation and Management Plan) for FY 2008 includes four capital project requests which were approved by the Cabinet on June 7, 2006. The four capital project requests for FY2008 in ranking order are:

Olney Central College
Project Name: Applied Technology Center
District Priority No.: 1 of 4
Total Building Budget: \$1,677,486

Wabash Valley College
Project Name: Technology/Student Support Expansion to Main Hall
District Priority No.: 2 of 4
Total Building Budget: \$6,712,145

Lincoln Trail College
Project Name: Center for Technology
District Priority No.: 3 of 4
Total Building Budget: \$8,243,393

Frontier Community College
Project Name: Student Center
District Priority No.: 4 of 4
Total Building Budget: \$3,217,164

I recommend approval of the RAMP document for submission to the Illinois Community College Board.

TLB/rs

Agenda Item #8C

Inter-Fund Loans Resolution

Agenda Item #8C

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Inter-Fund Loans Resolution

The Board of Trustees must approve by resolution each year certain inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board are for the purpose of meeting the ordinary and necessary expenditures of the district.

It is recommended that the Board adopt the following resolution authorizing the Treasurer of the District to make inter-fund loans as required for fiscal year 2007 and to make necessary transfers.

TLB/rs

Attachment

**RESOLUTION OF THE BOARD OF TRUSTEES
INTER-FUND LOANS**

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2007, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for fiscal year 2007, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2007.

BY ORDER OF THE BOARD OF TRUSTEES,
ILLINOIS EASTERN COMMUNITY COLLEGES,
DISTRICT #529

Chairman, Board of Trustees

June 20, 2006
Date

Secretary, Board of Trustees

June 20, 2006
Date

Agenda Item #8D

FY 2006-2007 Budget Resolution

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: FY 2006-2007 Budget Resolution

Attached is the budget resolution submitted for Board of Trustees approval. It outlines the schedule for the publication notice of a tentative budget, the budget hearing, and the adoption of the budget.

TLB/rs

Attachment

RESOLUTION ESTABLISHING BUDGET REQUIREMENTS

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 budget for said community college district for the 2007 fiscal year:

1. Date of Fiscal Year: July 1, 2006 - June 30, 2007
2. Publication of Notice of Public Hearing on Budget: On or before August 11, 2006.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 11, 2006.
4. Mailing Tentative Budget to Board of Trustees: August 11, 2006.
5. Public Hearing on Budget: September 19, 2006 at the hour of 6:00 p.m. to 6:30 p.m., local time, Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454.
6. Adoption of Budget: September 19, 2006 following the Public Hearing.

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

Chairman, Board of Trustees

June 20, 2006
Date

Secretary, Board of Trustees

June 20, 2006
Date

Agenda Item #8E

Building and Maintenance Fund Resolution

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Building and Maintenance Fund Resolution

State statute requires that the Board of Trustees appoint by resolution the authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

It is recommended that the attached resolution be adopted by the Board authorizing the Chief Executive Officer of the District to budget and expend funds from tax for operations, building and maintenance purposes for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

Thank you.

TLB/rs

**RESOLUTION OF THE BOARD OF TRUSTEES
BUILDING AND MAINTENANCE FUND EXPENDITURE**

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chief Executive Officer of the District to budget and expend funds from tax for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

BY ORDER OF THE BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES,
DISTRICT #529

Chairman, Board of Trustees

June 20, 2006
Date

Secretary, Board of Trustees

June 20, 2006
Date

Agenda Item #8F

Working Cash Fund

Agenda Item #8F

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Working Cash Fund

State statute requires that the Board of Trustees approve by resolution the transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District. Attached is a resolution to comply with that requirement.

Each year the principal of the Working Cash Fund remains intact. If for some reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be gone. The only way for reestablishment is through voter referendum.

It is recommended that the attached resolution be adopted authorizing the treasurer to permanently transfer approximately \$40,434.05 Working Cash Fund interest to the General Fund on or before June 30, 2006.

TLB/rs

Attachment

**RESOLUTION OF THE BOARD OF TRUSTEES
WORKING CASH FUND TRANSFER**

WHEREAS, the Board of Trustees affected the permanent transfer of interest earned on the Working Cash Fund monies to the General fund on or before June 30, 2006.

WHEREAS, the Board of Trustees initiated this transfer which is pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district.

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required.

SO BE IT RESOLVED, that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$40,434.05 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2006.

BY ORDER OF THE BOARD OF TRUSTEES,
ILLINOIS EASTERN COMMUNITY COLLEGES,
DISTRICT #529

Chairman, Board of Trustees

June 20, 2006
Date

Secretary, Board of Trustees

June 20, 2006
Date

Agenda Item #8G

Prevailing Rate of Wages

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Prevailing Rate of Wages

Each year the Illinois Department of Labor forwards the attached prevailing wage rates for the campus counties of Crawford, Richland, Wabash, and Wayne.

The State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941. Official action is required by the Board on this recommendation.

I recommend that the prevailing rate of wages determined by the Illinois Department of Labor be approved for the counties of Crawford, Richland, Wabash, and Wayne.

TLB/rs

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED
IN ANY PUBLIC WORKS OF SAID DISTRICT**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended and

WHEREAS, the aforesaid Act requires that the Board of Trustees of Illinois Eastern Community Colleges District #529, counties of Crawford, Richland, Wabash and Wayne investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Board of Trustees, employed in performing construction of public works, for said Board of Trustees.

NOW THEREFORE, BE IT ORDAINED BY THE CHIEF EXECUTIVE OFFICER AND BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as the prevailing rate of wages for construction work in Crawford, Richland, Wabash and Wayne Counties as determined by the Department of Labor of the State of Illinois as of **June of 2006**, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the BOARD OF TRUSTEES to the extent required by the aforesaid Act.

SECTION 3: The Board Secretary shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board Secretary shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board Secretary shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 20th day of June, 2006.

APPROVED: _____

Chairman of the Board of Trustees
Illinois Eastern Community Colleges

(SEAL)

ATTEST: _____

Board Secretary

STATE OF ILLINOIS)
COUNTIES OF CRAWFORD, RICHLAND, WABASH, AND WAYNE) s.s.
ILLINOIS EASTERN COMMUNITY COLLEGES)

CERTIFICATE

I, Harry Hillis, Jr., DO HEREBY CERTIFY THAT I am the Board Secretary in and for the Board of Trustees; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chief Executive Officer and Board of Trustees of Illinois Eastern Community Colleges being entitled: "AN ORDINANCE OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN ANY PUBLIC WORKS OF SAID DISTRICT," at a regular meeting held on the 20th day of June, 2006, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 20th day of June, 2006.

Board Secretary

(SEAL)

CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, Harry Hillis, Secretary, Board of Trustees do hereby certify that the
(Name of Certifying Official) (Title of Certifying Official)

attached is a true and correct copy of Ordinance/Resolution _____

adopted by Illinois Eastern Community Colleges Board of Trustees on
(Name of Public Body)

June 20th, 2006
(Date of Adoption)

(SEAL)

(Signature of Official)

LEGAL NOTICE

The Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, on June 20th, 2006, passed an ordinance establishing the prevailing wage rates for construction on public works, as determined by the Illinois Department of Labor. Anyone wishing to inspect said ordinance may do so at the Business Office of IECC, 233 East Chestnut Street, Olney, Illinois, during normal office hours, Monday through Friday.

By order of the Board of Trustees
Harry Hillis, Jr., Board Secretary

Agenda Item #8H

Blue Cross Blue Shield Insurance Renewal

Agenda Item #8H

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Blue Cross Blue Shield Renewal

The District presently has a contract with Blue Cross Blue Shield (BCBS) of Illinois to provide health and dental coverage to the District's employees. The contract will expire on August 31, 2006.

Roger Browning and I have been in discussions with BCBS concerning the renewal and proposed renewal rates. We have received a proposal from BCBS which represents an approximate 4.8% increase in health insurance premiums, and an approximate 2.7% decrease in dental premiums.

Over the last three years, BCBS has held increases in health insurance premiums to a total of 12.5% as follows:

9-1-04	15%	Increase
9-1-05	{7.3%}	Decrease
9-1-06	4.8%	Increase

Open enrollment under the new contract will need to occur in August. Therefore, I recommend that the Board accept the renewal proposal from BCBS and allow the CEO to contract with BCBS for the medical plan of Illinois Eastern Community Colleges pursuant to the renewal rates outlined above.

TLB/rs

Agenda Item #8I

FY07 Property, Automobile and Liability Insurance Renewal

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
RE: FY07 Property, Automobile and Liability Insurance

Our current insurance carriers have provided us with the renewal rates for FY07. These renewal rates represent an approximately 2 % decrease over our expiring premiums.

The premium for our package coverage for property, general liability, errors and omissions, terrorism, broadcast, automobile, umbrella liability, workers' compensation, medical liability and boiler coverage had a net reduction of \$7,198.

Premiums remained the same for crime, fiduciary, foreign liability, and student intercollegiate/student intramural.

I recommend that the Board accept the renewal rates as presented.

TLB/rs

Agenda Item #8J

PHS Project Requested Budget Increase

Agenda Item #8J

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2006

SUBJECT: PHS project # 529-B-1673-0905
Floor Tile Replacement at OCC
Request for Budget Increase

The Board approved a PHS budget for this project in the amount of \$38,400. The application was approved by the ICCB and the Board bid, and contracted with Kieffer Brothers Construction Co. to perform the work.

While removing the existing tile, it was discovered that the tile had been originally set in mortar that varies in thickness from $\frac{3}{4}$ " to $2\frac{1}{2}$ ". This mortar has deteriorated and is loose and crumbling and it is not possible to install the new ceramic tile over the existing mortar.

The crumbling mortar must be removed down to the concrete slab and then a self-leveling high-compressive strength filler must be poured over the existing concrete slab prior to installing the new ceramic tile. The cost for this work is estimated to be approximately \$10,000.

I request that the Board of Trustees approve a budget modification request to the ICCB, and that this project budget be increased from \$38,400 to \$48,400.

TLB/rs

Agenda Item #8K

Accrual Run-Out

Agenda Item #8K

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: July 13, 2006 Accrual Run-Out

Our fiscal year ends on June 30th, and under general accounting rules we have a short accrual period for FY06 bill payment run-out. On July 13th we will pay all FY06 obligations received during this run-out period. Therefore, bills being paid on July 13th, will be paid before the board approves them.

For the July Board meeting, I will have available for review by the Board the bills paid on July 13th. Additionally, the Board will review the regular FY07 July bills which will be sent electronically as usual.

Mr. Chairman, this is the procedure followed in prior years and I request Board approval to pay the July 13th FY06 run-out bills prior to Board approval, with the understanding that these bills will be made available for Board review at the July Board meeting.

TLB/rs

Agenda Item #8L

Increase in Transportation Fee

Agenda Item #8L

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Increase in Transportation Fee

The District provides transportation services for all international students that attend IECC colleges. This transportation service includes pick-up from student residences, transportation to the college, and then a return to their residences. In addition, transportation to special events and tours are provided using IECC vehicles.

Currently, the District charges \$100.00 per semester for transportation services. Due to increased fuel costs, I am requesting that the fee be increased to \$125.00 per semester effective Fall Semester 2006.

I ask the Board's approval of this increase.

TLB/rs

Agenda Item #8M

Affiliation Agreement with Weber Medical Clinic

Agenda Item #8M

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Affiliation Agreement with Weber Medical Clinic

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

This new affiliation agreement for the Associate Degree Nursing Program and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM
FCC - LTC - OCC - WVC**

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May 2006,
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 referred to as DISTRICT #529) and **WEBER MEDICAL CLINIC**
(hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care for
observation and participation by the students and faculty of the DISTRICT #529, Associate
Degree Nursing Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the
Associate Dean and/or Department Head of the Associate Degree Nursing Program on behalf of
DISTRICT #529 and the Administrator, and the Director of Nursing Service on behalf of the
AGENCY. The plan and program will be organized and agreed to by said persons prior to the
commencement of the courses.
3. DISTRICT #529 will be responsible for the teaching and guidance of the students in
the clinical nursing laboratory practice, and will be available to the nursing students.

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Faculty assumes full responsibility and supervision of the nursing students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing students.

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

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the Director of Nursing Service, on behalf of the AGENCY, and by the A.D. Department Head and/or Associate Dean, on behalf of DISTRICT #529.

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

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

11. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.

12. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Associate Degree Nursing 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 nursing laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 20th day of June, 2006.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

_____ COLLEGE

Vice President or
Director of Nursing Services

Department Head of Nursing, ADN

Associate Dean of Nursing &
Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Agenda Item #8N

Affiliation Agreement with Terre Haute Regional Hospital

Agenda Item #8N

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Affiliation Agreement with Terre Haute Regional Hospital

IECC wishes to enter into a new affiliation agreement with the Terre Haute Regional Hospital, located in Terre Haute, Indiana.

This new affiliation agreement for the Pharmacy Technician Program and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 12 day of June, 2006 by and between Illinois Eastern Community Colleges/Lincoln Trail College, hereinafter referred to as "School" and Terre Haute Regional Hospital, d/b/a _____, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students a degree program in the field of Pharmacy Technician; and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical facility; and

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

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

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

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) Orientation of students to the clinical experience at Hospital;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (v) Supervision of students and their performance at Hospital;
 - (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
 - (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
 - (viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of

Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.

- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$_____ per occurrence and \$_____ annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Indiana law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records):
- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of

all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(g) **Background Checks.** School shall, in a timely manner at either School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. If School has students or staff/faculty on-site at Hospital prior to the execution of this Agreement, then School shall immediately conduct a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);
- (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer;
- (iv) Violent Sexual Offender and Predator Registry Search;
- (v) HHS/OIG List of Excluded Individuals/Entities;
- (vi) GSA List of Parties Excluded from Federal Programs;
- (vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
- (viii) Applicable State Exclusion List, if one.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any student and/or member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Hospital.

(h) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs,

and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

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

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

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

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such

as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

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

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be 1 (one) year(s), commencing on June 12, and ending on December 31, 2006.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

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

11. SEVERABILITY.

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

12. CAPTIONS.

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

13. NO WAIVER.

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

14. GOVERNING LAW.

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

15. ASSIGNMENT; BINDING EFFECT.

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

16. NOTICES.

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

If to Hospital: Terre Haute Regional Hospital
3901 S 7th St.
Terre Haute, IN 47802
Attention: Chief Executive Officer

Copy to: HCA

Attention: Operations Counsel

If to School: Illinois Eastern Community Colleges/Lincoln Trail College
233 East Chestnut Street
Olney IL 62450
Attention: Chief Executive Officer

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

17. EXECUTION OF AGREEMENT.

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

18. HIPAA Requirements.

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

or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

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

19. No Requirement to Refer.

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

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

Agency – Terre Haute Regional Hospital

Illinois Eastern Community Colleges/Lincoln
Trail College

By: _____

By: _____
Pharmacy Technician Faculty Member

By: _____

By: _____
College Dean

By: _____

By: _____
College President

By: _____
Chairman, Board of Trustees

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Terre Haute Regional Hospital ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by Lincoln Trail College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

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

Date

EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

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

Initial each to accept the Policy

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow Hospital's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

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

Signature of Program Participant/Print Name

Date

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

Date

Agenda Item #80

FY07 DOC Contract with Lawrence Correctional Center

Agenda Item #80

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: FY07 DOC Contract with Lawrence Correctional Center

The Illinois Department of Corrections (DOC) has prepared and submitted a proposed contract for services at the Lawrence Correctional Facilities for the contract year July 1, 2006 – June 30, 2007.

The DOC proposes to provide the sum of \$285,379.00 for the contract year. This compares favorably to our existing contract with the Department and will allow us to continue all of the existing programs. The contract will be available for review at the Board meeting.

I ask approval of the FY07 Contract with the Department of Corrections for the Lawrence Correctional Facility.

TLB/rs

Agenda Item #8P

FY07 DOC Contract with Robinson Correctional Center

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: FY07 DOC Contract with Robinson Correctional Center

The Illinois Department of Corrections (DOC) has prepared and submitted a proposed contract for services at the Robinson Correctional Facilities for the contract year July 1, 2006 – June 30, 2007.

The DOC proposes to provide the sum of \$332,223.00 for the contract year. This compares favorably to our existing contract with the Department and will allow us to continue most of the existing programs with the exception of instruction in computers. The FY07 Contract will be available for review at the Board meeting.

I ask approval of the FY07 Contract with the Department of Corrections for the Robinson Correctional Facility.

TLB/rs

Agenda Item #8Q

Expansion of Robinson Enterprise Zone

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
RE: Expansion of the Robinson Enterprise Zone

The City of Robinson has approached the District requesting an expansion of the existing enterprise zone to cover a proposed new dairy farm.

The dairy operation and the required equipment will be an expensive endeavor and therefore the City of Robinson would like to allow access to enterprise zone benefits.

The City of Robinson has promised that details of the expansion will be available prior to the Board meeting on Tuesday night.

TLB/rs

Agenda Item #8R

Ethics Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
SUBJECT: Ethics Resolution

The Board of Trustees has adopted all relevant resolutions pertaining to “State Government Officials and Employee Ethics Act” (Ethics Act).

An October 2005 opinion of the Illinois Attorney General created confusion as to whether Illinois community colleges would be considered as “units of local government” or would be treated as “state agencies”.

The Illinois Community College Trustees Association and the Illinois Council of Community College Presidents has been working to remove this ambiguity.

The proposed resolution would request that legal action be taken to clarify the board’s present position that the board of trustees is a unit of local government and not a state agency. The Board of Trustees remains in full compliance with the Ethics Act and only is seeking a clarification under which of the two specifications the board must file.

I ask the Board’s approval of the attached resolution.

TLB/rs

Attachment

RESOLUTION

WHEREAS, in 1965 the Illinois Community College system was established in state law and community colleges were designated as “special districts” under the Illinois Constitution of 1970, and as such, they are considered “units of local government”; and

WHEREAS, in 2003 the Illinois General Assembly approved the “State Government Officials and Employees Ethics Act” (the Ethics Act) which became state law; and

WHEREAS, in October 2005, the Illinois Attorney General issued a legal opinion that states in part “that community college districts are ‘special districts’ under the Illinois Constitution of 1970. As such they are considered ‘units of local government’.” The opinion continues to state “Because community colleges districts constitute ‘public institutions of higher education’ . . . they fall within the definition of ‘State Agency’ as the term is used in the Ethics Act. Because the definition of ‘State Agency’ includes community college districts, it is my opinion that they . . . are not government entities authorized to adopt their own ethics ordinance or resolution. Rather community college districts and their employees must comply with the Ethics Act for State Agencies and State employees and the personnel policies established by the Illinois Community College Board”; and

WHEREAS, initial research reveals that there appears to be no legislative intent to consider community college districts as State Agencies under the Ethics Act; and

WHEREAS, local government autonomy and local control of community college districts could be threatened under the provisions of this opinion; and

WHEREAS, community college districts throughout Illinois have complied with requirements of the Ethics Act as determined by state law pertaining to “units of local government”; and

WHEREAS, community college districts wish to maintain high ethics standards and policies;

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Illinois Eastern Community College District #529 that the Illinois Community College Trustee Association (the Association) work to clarify the intents and applications of the Ethics Act to community colleges;

AND BE IT FURTHER RESOLVED that the Association explore all possible avenues of gathering information;

AND BE IT FURTHER RESOLVED that the Association accept information, make decisions and take actions that it determines to be in the best interest of community colleges; and

AND BE IT FURTHER RESOLVED that the Association shall keep all trustees informed of its decisions;

AND BE IT FURTHER RESOLVED that the Association shall work closely with the Illinois Council of Community College Presidents to achieve the best possible results;

AND BE IT FURTHER RESOLVED that the Association shall coordinate a plan to share the expenses of these efforts among the various participating community colleges.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2006.

Harry J. Hillis, Jr., Secretary

James Lane, Chairman

STATE OF ILLINOIS)
)
COUNTY OF RICHLAND)

I, Harry J. Hillis, Jr., do hereby certify that I am Secretary to the Board of Illinois Eastern Community College District #529, Illinois, and I am keeper of the records of said District, including the Resolutions adopted by it.

I further certify that the foregoing instrument is a full, true and correct copy of the attached resolution of the Illinois Eastern Community College District #529, the original of which is part of the permanent records of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Illinois Eastern Community College District #529, this _____ day of _____, 2006.

Harry J. Hillis, Jr., Secretary

Agenda Item #8S

Building Lease Agreements

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 20, 2006
RE: Lease Agreements

The following leases are submitted for Board consideration and approval at the June Board meeting.

1. OCC Cosmetology Lease – amendment to lease for the Cosmetology program property located at 104 E. Main, Olney, IL extends the lease through June 30, 2007, at the current monthly rate of \$1,000.00.
2. IECC Dislocated Worker Program Lease – amendment to lease for the Dislocated Workers office space located at 214 E. Main, Olney, IL extends the lease through June 30, 2007, and the monthly rent shall increase by \$100.00 a month to \$1100.00.
3. IECC Illinois Employment Training Center (IETC) – updated lease for the IETC space located at 216 E. Main, Olney, IL. The lease is for the period of July 1, 2006 through June 30, 2007, and the monthly rent shall increase by \$100.00 a month to \$960.00.
4. IECC/CMS IDES Sublease – amendment to sublease with Central Management Services for IL Dept. of Employment Security, located at 216 E. Main, Olney, IL to extend the lease through June 30, 2007, at a monthly rent to be determined but not less the current monthly rate of \$472.00.
5. IECC/Lakeland College Sublease – amendment to sublease with Lakeland College Dislocated Workers Center for property located at 216 E. Main, Olney, IL extending the sublease to June 30, 2007, at a monthly rate to be determined but not less than the current monthly rate of \$772.00.
6. IECC/CEFS Sublease – amendment to sublease with CEFS Economic Opportunity Corporation for property located at 216 E. Main in Olney, IL, extending the sublease to June 30, 2007, at a monthly rate to be determined but not less than the current monthly rate of \$200.00.
7. IECC/IL Rehab Services Sublease – amendment to sublease with State of Illinois Rehabilitation Services for property located at 216 East Main Street, Olney, IL, to June 30, 2007, at a monthly rate to be determined but not less than the current monthly rate of \$200.00.
8. IECC/ILWIB Sublease – amendment to sublease with Illinois Local Workforce Investment Board for property located at 216 East Main Street, Olney, IL, to extend to June 30, 2007, at a monthly rate to be determined but not less than the current monthly rate of \$125.00.
9. IECC/Elvan Wallace and A. Carol Wallace – lease for the Frontier Newton Center located at 207 E. Jourdan St., Newton, IL expiring on May 31, 2007, the monthly rent remains the same at \$837.00. No Board Action Required in 2006.

TLB/rs

AMENDMENT TO LEASE AGREEMENT

OCC Cosmetology Lease

This Amendment to Lease Agreement is entered into this 20th day of June 2006, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges, District #529 (Lessee).

Whereas, the parties hereto entered into a Lease Agreement dated February 15, 1994, and an Amendment to Lease Agreement dated May 18, 1999, pertaining to the leasing of: "Approximately 2,342 square feet of interior space on the ground floor of the building ("the Building") located at 104 East Main Street, Olney, Richland County, IL."

Whereas, the original Lease commenced on February 1, 1994;

Whereas, paragraph 1, Rent and Term of the initial Lease provided, in part, as follows:

The initial term of this Lease shall be for a period of two (2) years, and Lessee agrees to pay Lessor as rent the monthly sum of One Thousand Dollars (\$1,000.00). The annual rental payment shall be paid to Lessor on or before the 30th of each month of the initial term and any renewal or extension thereof. Lessee shall have the right to renew this lease for an additional year or years up to a total of three additional years, by giving written notice of same to Lessor no less than ninety days prior to the expiration of the original term or any renewal or extension thereof. Lessee may exercise this option a maximum of three times (i.e., three individual one-year extensions). In no event shall this option of Lessee extend the term of this agreement beyond June 30, 2009.

Whereas, Lessee is current in its Lease payments to Lessor through April 30, 2006.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

6. Lessee desires to extend the current Lease Agreement through June 30, 2007 and Lessor is agreeable with such an extension.
7. The Lessee agrees to pay to Lessor the sum of One Thousand Dollars (\$1,000.00) on or before the 30th of each month.
8. The parties hereto agree that in all other respects, paragraphs 2 through 22 shall remain in full force and effect.

Tom Fehrenbacher, Lessor

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

ATTEST:

Harry Hillis, Jr., Secretary
Board of Trustees
Illinois Eastern Community College District #529

**AMENDMENT TO LEASE AGREEMENT
IECC Dislocated Worker Program Lease**

This Amendment to Lease Agreement is entered into this 20th day of June 2006, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community College District #529 (Lessee).

Whereas, the parties hereto entered into a Lease Agreement dated October 1, 1997, and an Amendment to Lease Agreement dated July 20, 2000, pertaining to the leasing of:

“storefront premises at 214 East Main Street, Olney, IL, to be used by Tenant for offices.”

Whereas, the original Lease commenced on October 1, 1997;

Whereas, desire to extend said Lease Agreement;

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Lessee desires to extend the current Lease Agreement through June 30, 2007.
2. The Lessee agrees to pay to Lessor the sum of One Thousand One Hundred Dollars (\$1,100.00) per month as the rent for the period from July 1, 2006, through and including June 30, 2007. Said payment shall be made on the 1st day of each month beginning July 1, 2006.
3. Lessee agrees to be responsible for the removal of snow and ice from all walk areas.
4. The parties hereto agree that in all other respects, paragraphs 1 through 17 shall remain in full force and effect.

Tom Fehrenbacher, Lessor

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

ATTEST:

Harry Hillis, Jr., Secretary
Board of Trustees
Illinois Eastern Community College District #529

LEASE AGREEMENT
Illinois Employment Training Center (IETC)

THIS LEASE made the 20th day of June 2006, by and between Tommie D. Fehrenbacher of 1317 E. Scott Street, Olney, Illinois, hereinafter called "Landlord", and Illinois Eastern Community Colleges, hereinafter called "Tenant".

WITNESSETH: That the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The Landlord hereby leases to Tenant the premises consisting of all rooms located at 216 East Main, in the City of Olney, Illinois; to be used by Tenant for a office facility; for a term commencing 12:01 a.m. of 7/1/06 and terminating 12:01 a.m. of 6/30/07; at a rental of \$960.00 per month payable on the 1st day of each month at the beginning of the month; first payment to be made on this 1st day of July, 2006 and like payment of \$960.00 on the 1st day of each month thereafter.
2. Tenant hereby takes the lease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this lease, or renewal hereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Tenant will arrange for and pay for all utilities to be used on the premises, including operation of air conditioning.
6. During the term hereof, or renewal hereof, if any, Landlord will at his expense maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this lease and any renewal hereof, Tenant will at his expense maintain in good repair all other parts of the premises leased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.
7. Landlord will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
8. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefor shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title and interest of the Landlord in and to said premises and building.
9. Landlord shall have free access to the premises hereby leased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the leased premises notices of "For Sale" or "To Rent".
10. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State and Municipal laws and regulations concerning same.
11. The provisions of this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives and assigns.

12. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distraint for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at anytime on any subsequent day, shall be sufficient; and after such default Tenant and all persons in possession under Tenant shall be deemed guilty of forcible detainer of the premises under the Statute.
13. Tenant agrees that during the term of this lease at his expense, he will carry liability insurance with a company acceptable to Landlord providing for a minimum of \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
14. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.
15. Tenant may sublease office space during the terms of this lease, including any renewal periods, if tenant performs all agreements and covenants contained herein.
16. If Tenant shall pay the rent herein provided and perform all agreements and covenants herein contained to be kept and performed by Tenant, Tenant shall have an annual option to renew this lease upon the same terms, covenants and conditions herein contained excepting that of rent. This option shall be considered exercised unless Tenant notify Lessor in writing no later than May 31st of each calendar year, that he wishes to terminate the lease as of June 30th of such calendar year. During the term of renewal the rental for the premises shall be computed as follows: the rental of \$860.00 per month shall be multiplied by a fraction, the numerator of which shall be the consumer's price index as hereinafter defined for the 1st day of _____, 20__, and the denominator of which shall be the consumer's price index on the 1st day of _____, 20__. The product of such multiplication shall be the fixed monthly rental for the extension term of ____ () years, commencing on the date of such extension (). The "Consumer's Price Index" shall mean consumer's price index for urban wage earners and clerical workers, St. Louis, Missouri, published by the U.S. Bureau of Labor Statistics and computed on or adjusted to the 1967 base.
17. Landlord covenants that Tenant on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.

18. All improvement work completed on behalf or for the use of the Lessee or sub-lessees shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals to the foregoing lease executed in duplicate originals at Olney, Illinois on the day and year first above stated.

Tommie D. Fehrenbacher

James Lane, Board Chairman
Illinois Eastern Community Colleges

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public in and for the said County in the State of Illinois, DO HEREBY CERTIFY, that Tommie D. Fehrenbacher personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this ____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public in and for the said County in the State of Illinois, DO HEREBY CERTIFY, that James Lane personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this ____ day of _____, 20_____.

Notary Public

**AMENDMENT TO SUBLEASE
IECC/Lakeland College**

This Amendment to Sublease is entered into this 20th day of June 2006, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and Lake Land College Dislocated Workers Center, 1420 Wabash Avenue, Mattoon, IL 61939, hereinafter called "Tenant".

Whereas, the parties hereto entered into Sublease dated May 19, 1998, and an Amendment to Sublease Agreement dated May 18, 1999, pertaining to the leasing of:

Premises consisting of 988 square feet located at 216 East Main Street, Olney, IL, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room.

Whereas, the original Sublease commenced on July 1, 1998;

Whereas, both parties desire to extend said Sublease;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Tenant desires to extend the current lease agreement through June 30, 2007.
2. The Tenant agrees to pay to Landlord the sum of Seven Hundred Seventy-two Dollars (\$772.00) per month as the rent for the period from July 1, 2006, through and including June 30, 2007. Said payment shall be made on the 1st day of each month beginning July 1, 2006.
3. The parties hereto agree that in all other respects, paragraphs 1 through 15 shall remain in fully force and effect.

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By_____

LAKE LAND COLLEGE DISLOCATED
WORKERS CENTER

By_____

**AMENDMENT TO SUBLEASE
IECC/CEFS Economic Opportunity Corporation**

This Amendment to Sublease is entered into this 20th day of June 2006, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and CEFS Economic Opportunity Corporation of PO Box 928, Effingham, IL 62401, hereinafter called "Tenant".

Whereas, the parties hereto entered into Sublease dated July 1, 1998, and an Amendment to Sublease Agreement dated May 18, 1999, pertaining to the leasing of:

Premises consisting of 256 square feet located at 216 East Main Street, Olney, IL, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room.

Whereas, the original Sublease commenced on July 1, 1998;

Whereas, both parties desire to extend said Sublease;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Tenant desires to extend the current lease agreement through June 30, 2007.

The Tenant agrees to pay to Landlord the sum of Two Hundred Dollars (\$200.00) per month as the rent for the period from July 1, 2006, through and including June 30, 2007. Said payment shall be made on the 1st day of each month beginning July 1, 2006.

The parties hereto agree that in all other respects, paragraphs 1 through 15 shall remain in fully force and effect.

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____

CEFS ECONOMIC OPPORTUNITY
CORPORATION

By _____

SUBLEASE
Illinois Eastern Community College District #529 and
State of Illinois Office of Rehabilitation Services

This Sublease made this 20th day of June, 2006, by and between Illinois Eastern Community College, District #529, Olney, Illinois, hereinafter called "Landlord", and Illinois Office of Rehabilitation Services for space for its business service representatives, hereinafter called "Tenant".

WHEREAS, Landlord is the Lessee of a certain Lease Agreement with Tommie D. Fehrenbacher for the premises at 216 East Main Street, Olney, Illinois;

WHEREAS, Tenant desires to sublet a portion of the premises at 216 East Main Street, Olney, Illinois from Landlord.

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

1. The Landlord hereby subleases to Tenant premises consisting of 144 square feet located at 216 East Main Street, Olney, Illinois, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room, for a term commencing 12:01 p.m. of July 1, 2006, and terminating 12:01 p.m. of June 30, 2007, at a rental of \$200 per month, payable on the 1st day of each month at the beginning of the month, first payment to be made on this 1st day of July, and like payment of \$200 on the 1st day of each month thereafter.
2. Tenant hereby takes the sublease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this sublease, or renewal thereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Landlord will arrange for and pay for utility services (electric, gas, water, and sewer) to be used on the premises, including operation of air conditioning. Tenant will arrange for all other utility services, including but not limited to telephone and janitorial services.
6. During the term hereof, or renewal hereof, if any, Landlord will, at its expense, maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this sublease and any renewal hereof, Tenant will, at its expense, maintain in good repair all

other parts of the premises subleased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.

7. Tenant agrees that it will not assign this sublease or renewal hereof nor will it let or sublet the premises during the term of this sublease or renewal hereof. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the subleased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises subleased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title, and interest of the Landlord in and to said premises and building.
8. Landlord shall have free access to the premises hereby subleased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the subleased premises notices of "For Sale" or "To Rent".
9. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State, and Municipal laws and regulations concerning same.
10. The provisions of this sublease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives, and assigns.
11. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby subleased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default, Tenant and all persons in possession under Tenant shall be deemed guilty of forcible retainer of the premises under the Statute.
12. Tenant agrees that during the term of this sublease at its expense, it shall carry liability insurance with a company acceptable to Landlord providing for a minimum of \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
13. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.

14. Landlord's covenants that Tenant paying the rent and performing all the covenants hereof, shall have an may peaceable and quietly have, hold and enjoy the subleased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this sublease.
15. All improvement work completed on behalf or for the use of the Tenant shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals to the foregoing sublease executed in duplicate originals at Olney, Illinois, on the day and year first above stated.

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____

STATE OF ILLINOIS OFFICE OF
REHABILITATION SERVICES

By _____

SUBLEASE
Illinois Eastern Community College District #529 and
Local Workforce Investment Board 23

This Sublease made this 20th day of June, 2006, by and between Illinois Eastern Community College, District #529, Olney, Illinois, hereinafter called "Landlord", and Local Workforce Investment Board 23, hereinafter called "Tenant".

WHEREAS, Landlord is the Lessee of a certain Lease Agreement with Tommie D. Fehrenbacher for the premises at 216 East Main Street, Olney, Illinois;

WHEREAS, Tenant desires to sublet a portion of the premises at 216 East Main Street, Olney, Illinois from Landlord.

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

1. The Landlord hereby subleases to Tenant premises consisting of 99 square feet located at 216 East Main Street, Olney, Illinois, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room, for a term commencing 12:01 p.m. of July 1, 2006 and terminating 12:01 p.m. of June 30, 2007, at a rental of \$125 per month, payable on the 1st day of each month at the beginning of the month, first payment to be made on this 1st day of July, and like payment of \$125 on the 1st day of each month thereafter.
2. Tenant hereby takes the sublease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this sublease, or renewal thereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Landlord will arrange for and pay for utility services (electric, gas, water, and sewer) to be used on the premises, including operation of air conditioning. Tenant will arrange for all other utility services, including but not limited to telephone and janitorial services.

6. During the term hereof, or renewal hereof, if any, Landlord will, at its expense, maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this sublease and any renewal hereof, Tenant will, at its expense, maintain in good repair all other parts of the premises subleased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.
7. Tenant agrees that it will not assign this sublease or renewal hereof nor will it let or sublet the premises during the term of this sublease or renewal hereof. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the subleased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises subleased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title, and interest of the Landlord in and to said premises and building.
8. Landlord shall have free access to the premises hereby subleased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the subleased premises notices of "For Sale" or "To Rent".
9. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State, and Municipal laws and regulations concerning same.
10. The provisions of this sublease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives, and assigns.
11. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby subleased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default, Tenant and all persons in possession under Tenant shall be deemed guilty of forcible retainer of the premises under the Statute.

12. Tenant agrees that during the term of this sublease at its expense, it shall carry liability insurance with a company acceptable to Landlord providing for a minimum of \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
13. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.
14. Landlord's covenants that Tenant paying the rent and performing all the covenants hereof, shall have an may peaceable and quietly have, hold and enjoy the subleased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this sublease.
15. All improvement work completed on behalf or for the use of the Tenant shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals to the foregoing sublease executed in duplicate originals at Olney, Illinois, on the day and year first above stated.

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____

LOCAL WORKFORCE INVESTMENT BOARD

By _____

Agenda Item #9

Bid Committee Report

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

TREASURER'S REPORT May 31, 2006

FUND	BALANCE
Educational	\$3,483,802.40
Operations & Maintenance	\$486,610.20
Operations & Maintenance (Restricted)	\$2,669,868.31
Bond & Interest	\$45,485.26
Auxiliary	\$342,594.19
Restricted Purposes	(\$9,377.52)
Working Cash	\$5,948.21
Trust & Agency	\$24,086.10
Audit	\$325,719.62
Liability, Protection & Settlement	\$743,305.69
TOTAL ALL FUNDS	\$8,118,042.46

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Balance Sheet - All Funds
 May 31, 2006

ALL FUNDS

	Fiscal Year 2006
ASSETS:	
CASH	8,118,042
IMPREST FUND	21,500
CHECK CLEARING	2,000
INVESTMENTS	6,067,000
RECEIVABLES	3,244,400
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	99,206
INVENTORY	463,200
OTHER ASSETS	438,608
TOTAL ASSETS AND OTHER DEBITS:	18,453,956
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	365,703
ACCOUNTS PAYABLE	7,990
ACCRUED EXPENSES	-
INTERFUND PAYABLES	139,950
DEFERRED REVENUE	2,458,396
OTHER LIABILITIES	867,859
TOTAL LIABILITIES:	3,839,898
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	1,428,160
PR YR BDGTD CHANGE TO FUND BALANCE	252,012
FUND BALANCES:	
FUND BALANCE	9,529,355
RESERVE FOR ENCUMBRANCES	3,404,531
TOTAL EQUITY AND OTHER CREDITS	14,614,058
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	18,453,956

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF May 31, 2006

ALL FUNDS

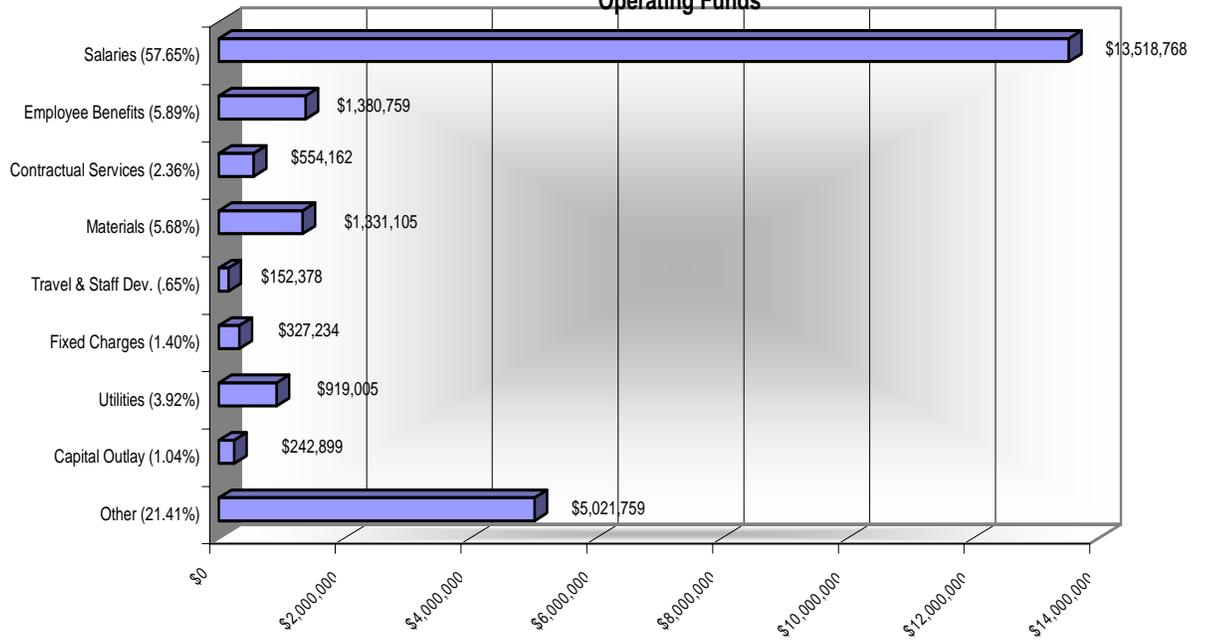
	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	7,984,858
STATE GOVT SOURCES	10,434,877
STUDENT TUITION & FEES	10,503,392
SALES & SERVICE FEES	2,647,603
FACILITIES REVENUE	36,401
INVESTMENT REVENUE	331,267
OTHER REVENUES	133,615
TOTAL REVENUES:	32,072,013
 EXPENDITURES:	
INSTRUCTION	10,159,932
ACADEMIC SUPPORT	435,413
STUDENT SERVICES	1,143,024
PUBLIC SERV/CONT ED	49,799
OPER & MAINT PLANT	2,192,704
INSTITUTIONAL SUPPORT	7,156,629
SCH/STUDENT GRNT/WAIVERS	4,980,594
AUXILIARY SERVICES	3,700,189
TOTAL EXPENDITURES:	29,818,284
 TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0
 NET INCREASE/DECREASE IN NET ASSETS	 2,253,729

ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS
COMPARISON REPORT FY04-06

College	Category	FISCAL YEAR 2004			FISCAL YEAR 2005			FISCAL YEAR 2006			
		Annual Budget	Spent Thru May	% of Bdgt	Annual Budget	Spent Thru May	% of Bdgt	Annual Budget	Spent Thru March	Spent Thru May	% of Year
Frontier	Bills		\$1,490,213			\$1,602,022			\$1,725,858		
	Payroll		1,817,007			1,841,374			1,877,731		
	Totals	\$3,601,088	3,307,220	92%	\$3,669,415	3,443,396	94%	\$3,835,099	3,603,589	94%	92%
Lincoln Trail	Bills		1,127,260			1,198,422			1,163,710		
	Payroll		2,117,748			2,177,716			2,156,214		
	Totals	3,587,341	3,245,008	90%	3,617,309	3,376,138	93%	3,527,579	3,319,924	94%	92%
Olney Central	Bills		1,679,802			1,685,179			1,711,755		
	Payroll		3,418,832			3,617,638			3,957,574		
	Totals	5,488,228	5,098,634	93%	5,513,638	5,302,817	96%	5,863,445	5,669,329	97%	92%
Wabash Valley	Bills		1,484,301			1,624,152			1,738,850		
	Payroll		2,715,713			2,804,354			2,818,372		
	Totals	4,324,330	4,200,014	97%	4,407,516	4,428,506	100%	4,640,749	4,557,222	98%	92%
Workforce Educ.	Bills		1,181,707			1,402,917			1,744,863		
	Payroll		1,147,217			1,166,130			1,252,738		
	Totals	2,944,214	2,328,924	79%	2,822,790	2,569,047	91%	2,997,567	2,997,601	100%	92%
District Office	Bills		211,419			222,503			212,211		
	Payroll		789,787			805,015			814,933		
	Totals	1,169,354	1,001,206	86%	1,217,781	1,027,518	84%	1,233,158	1,027,144	83%	92%
District Wide	Bills		1,522,844			1,469,377			1,632,054		
	Payroll		565,567			569,761			641,206		
	Totals	2,658,537	2,088,411	79%	3,175,364	2,039,138	64%	3,120,535	2,273,260	73%	92%
O & M	Bills										
	Payroll										
	Totals										
GRAND TOTALS		\$23,773,092	\$21,269,417	89%	\$24,423,813	\$22,186,560	91%	\$25,218,132	\$23,448,069	93%	92%

Excludes DOC

**Illinois Eastern Community Colleges
FY2006
Operating Funds**



Illinois Eastern Community Colleges Dist. #529
 As of May 31, 2006 - \$23,448,069

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**
- C. Semi-Annual Review of Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 15, 2006

RE: Personnel Report

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

INDEX

- 400.1. Request for Approval of Proposed Non-College Employment (External Report)**
- 400.2. Reemployment of IECC/LTC Correctional Center Employees for FY06. Employment is completely dependent upon funding from the Department of Corrections.**
- 400.3. Approval of DOC stipends**
- 400.4. Notice of Intent to Renew President Contracts**
- 400.5. Special Assignments (Attachment)**
- 400.6. Retirement**

PERSONNEL REPORT

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

400.2. Reemployment of IECC/LTC Correctional Center Employees for FY06. Employment is completely dependent upon funding from the Department of Corrections.

A. Administrative

1. Glen Donaldson Associate Dean/RCC
2. Tim Watson Correctional Site Director/LCC

B. Professional/Non-Faculty

1. John Arabatgis Academic Counselor/LCC/RCC
2. Ida McVaigh Youthful Offender Counselor/RCC
3. Karen Miller Youthful Offender Counselor/LCC

C. Classified

1. Kay Conour Office Assistant/RCC
2. Beverly Hemrich Office Assistant/LCC
3. Lori Watts Records Assistant/LCC/RCC

D. Faculty

1. Alice Holtzhouser Business Management Inst/RCC
2. James Patrick Commercial Custodial Services Inst/LCC
3. Harvey Ricker Commercial Custodial Services Inst/RCC
4. Lisa Shook Food Service Tech Inst/LCC
5. Paul Stouse Horticulture Inst/RCC
6. William Waddell Computer Tech Inst/LCC

400.3. Approval of DOC stipends

400.4. Notice of Intent to Renew President Contracts

400.5. Special Assignments (Attachment)

400.6. Retirement

A. Classified

1. Kenneth Hawkins, Maintenance Worker, LTC, effective September 1, 2006.

ATTACHMENT

FY06-07 Special Assignments – Frontier Community Colleges

Academic

Recommended

2006-07

1. Jeff Cutchin	Lead Inst CISCO Systems	\$450
2. Kathy Doty	Lead Inst Office Occupations	\$450
3. Rodney Maxey	Lead Inst Auto Tech	\$450

Extra-Curricular

1. Jeff Cutchin	Computer Technician	\$6,000
2. Jeff Cutchin	SIFE Advisor	\$400
3. Kathy Doty	College Bowl Team Advisor	\$400
4. Jeannette Wiles	Phi Theta Kappa Advisor	\$400

Other

1. Galen Dunn	O & M Team Leader	\$5,500
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6/7/06

ATTACHMENT

FY06-07 Special Assignments – Lincoln Trail College

Academic

Recommended

2006-07

1. Bea Abernathy	Lead Inst Admin Inform Tech	\$450
2. David Johnston	Lead Inst Microcomputer Support Specialist	\$450

Athletic

1. Mitch Hannahs	Athletic Director	\$3,500
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Extra-Curricular

1. Carrie Mallard	Scholastic Bowl Coordinator	\$350
2. Carrie Mallard	Student Senate Advisor	\$500
3. Lonnie Devin	Student Senate Advisor	\$500
4. Diane Reed	Phi Theta Kappa Advisor	\$175
5. Susan Polgar	Phi Theta Kappa Advisor	\$175
6. Yvonne Newlin	Performing Arts Coordinator	\$1,000

Other

1. Dan Leggitt	O & M Team Leader	\$5,500
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06/07/06

ATTACHMENT

FY06-07 Special Assignments – Olney Central College

Academic

Recommended

2006-07

1. Mark Fitch	Lead Inst Collision Repair Tech	\$475
2. Johnie Harrell	Lead Inst CRT Auto Service Tech	\$475
3. Russ Jausel	Lead Inst Industrial Maint Tech	\$550
4. Amie Mayhall	Lead Inst Office Technology	\$550
5. Ryan Roark	Lead Inst CISCO Systems	\$450
6. Kristi Urfer	Lead Inst Accounting	\$450
7. Nedra Pershing	Lead Inst Massage Therapy	\$450

Academic – Nursing

1. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. rel. time
2. Nancy Buttry	Dept Head, Nursing/FCC	\$3,000 + 12 hrs rel. time
3. Tamara Fralicker	Dept Head, Nursing/LTC	\$3,000 + 12 hrs rel. time
4. Kathleen Nelson	Dept Head, Nursing/WVC	\$3,000 + 12 hrs rel. time
5. Donna Henry	Full-Time Administrative <u>(Health Care Grant)</u>	\$3,000

Extra-Curricular

1. Carmen Allen	Phi Theta Kappa Advisor	\$300
2. Kelly Payne	Asst. Phi Theta Kappa Advisor	\$200
3. Suzanne Downes	Performing Arts Coordinator	\$1,000
4. Laurel Cutright	WYSE Coordinator	\$300
5. Rob Mason	Asst WYSE Coordinator	\$200
6. Ryan Roark	Asst WYSE Coordinator	\$200

Other

1. Ed Wright	Coordinator of Food Services	\$12,500
2. Larry Gangloff	O & M Team Leader	\$5,500

06/07/06

ATTACHMENT

FY06-07 Special Assignments – Wabash Valley College

Academic

Recommended

2006-07

1. Judy Neikirk	Lead Inst Social Services	\$450
2. Byford Cook	Lead Inst Industrial Studies	\$450
3. Kyle Peach	Lead Inst Radio/TV	\$450
4. Mark Pettigrew	Lead Inst Machine Shop Tech	\$450
5. Larry Hoeszle	Lead Inst Diesel Equipment	\$500
6. Linda Kolb	Lead Inst Early Child Dev Small World	\$450 \$2,400
7. Don Mersinger	Lead Inst Agriculture	\$500
8. Cathy Robb	Lead Inst Admin Inform Tech	\$500
9. David Wilderman	Lead Inst Marketing	\$450
10. Gary Wise	Lead Inst Manufacturing Tech	\$450
11. Jay Carter	Lead Inst Electronics	\$450

Athletic

1. Paul Schnarre	Athletic Director	\$3,500
	Head W Softball Coach	\$6,000
2. Clyde Buck	Head W Basketball Coach	\$6,000

Extra-Curricular

1. Brenda Phegley	Phi Theta Kappa Advisor	\$400
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Other

1. Ron Martin	O & M Team Leader	\$5,500
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06/07/06

ATTACHMENT

FY06-07 Special Assignments – District Office

Extra-Curricular

Recommended

		2006-07
1. Don Mersinger	Int'l Soccer Coach	\$2,500
2. Amie Mayhall	Faculty Director of Student Learning Assessment	\$10,000 + 6 hrs. rel time
3. Nixie Hnetkovsky	Faculty Coordinator of Student Learning Assessment - FCC	\$1,000
4. Travis Matthews	Faculty Coordinator of Student Learning Assessment - LTC	\$1,000
5. Kelly Payne	Faculty Coordinator of Student Learning Assessment - OCC	\$1,000
6. Mark Pettigrew	Faculty Coordinator of Student Learning Assessment – WVC	\$1,000

06/07/06

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 VIII**

	Estimated Budget										
Repair Stairways & Elevators	\$121,460										
Combustible Wall Panel Replacement	\$178,291										
Bleacher Repair & Replacement	\$179,850										
Floor Tile Repair & Replacement	\$38,400										
Replacement of Greenhouse Glass	\$51,400										
ADA - Natatorium Renovations	\$245,000										
Tuckpointing of Exterior Walls	\$37,200										
Other ADA Compliance Work	\$287,400										
Roof Repair and Replacement	\$1,013,755										
Asbestos Survey and Potential Abatement	\$529,507										
Districtwide Upgrade of Plumbing	\$67,200										
HVAC Supplement and Upgrade	\$593,505										
Upgrade of Lighting & Firealarm System	\$154,600										
GRAND TOTAL	\$3,497,568		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted

5/31/2006