

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

May 19, 2009



Location:

**Frontier Community College
2 Frontier Drive
Fairfield, IL 62837**

**Dinner – 6:00 p.m. – Foundation Hall
Meeting – 7:00 p.m. – Foundation Hall**

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

**Illinois Eastern Community Colleges
Board Agenda**

May 19, 2009

7:00 p.m.

Frontier Community College

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes..... CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. None
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Radiography Program Handbook Bruce
 - B. Welding Lab Fees Bruce
 - C. Affiliation Agreement with Lovins Pharmacy – Albion..... Bruce
 - D. Affiliation Agreement with Sav-Mor Pharmacy – Flora Bruce
 - E. Affiliation Agreement with Walgreens – Effingham..... Bruce
 - F. Affiliation Agreement with Crossroads Hospital – Mt. Vernon, IL..... Bruce
 - G. Affiliation Agreement with Crawford Memorial Hospital – Robinson..... Bruce
 - H. Department of Corrections Contract Amendments..... Bruce
 - I. Spring 2009 Student Satisfaction Survey Results..... Bruce
9. Bid Committee Report..... Bruce
 - IECC
Digital Video Recorders
PHS Compliance Work and Road Work
Frontier Community College
Replacement of Asphalt Shingle Roofs
10. District Finance

A. Financial Report.....	Browning
B. Approval of Financial Obligations.....	Browning
11. Chief Executive Officer's Report	Bruce
12. Executive Session	Bruce
13. Approval of Executive Session Minutes	
A. Written Executive Session Minutes	Bruce
B. Audio Executive Session Minutes.....	Bruce
14. Approval of Personnel Report	Bruce
15. Collective Bargaining	Bruce
16. Litigation.....	Bruce
17. Acquisition and Disposition of Property.....	Bruce
18. Other Items	
19. Adjournment	

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, April 21, 2009.

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

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

John D. Brooks, Brenda K. Culver, George Andrew Fischer, William C. Hudson “Jr.,” Walter L. Koertge, Larry Rost, Marilyn J. Wolfe. Trustees absent: None. (The student trustee-elect had not yet been seated at this roll call.) 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:

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

Jack Davis, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Jervaise McGlone, Dean of Adult Education, representing Frontier Community College.

Beverly Turkal, President of Lincoln Trail College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

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

Pamela Schwartz, Associate Dean of Institutional Development.

Renee Smith, Executive Assistant to CEO.

George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College

HLC – Higher Learning Commission

ICCB – Illinois Community College Board

ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges

IECEA – Illinois Eastern Colleges Education Association

LCC – Lawrence Correctional Center

LTC – Lincoln Trail College

OCC – Olney Central College

PHS – Protection, Health & Safety

RCC – Robinson Correctional Center

SURS – State Universities Retirement System

WED – Workforce Education

WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, March 17, 2009 were presented for disposition.

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

AGENDA #3 – “Resolution of Results of April 7, 2009 Election” – Trustee Larry Rost introduced the following Resolution Declaring Election Results of the April 7, 2009 Election and declaring that G. Andrew Fischer, Marilyn J. Wolfe and Michael K. Correll were duly elected to serve full terms as trustees:

The Board of Trustees of Illinois Eastern Community Colleges District #529 hereby states that:

WHEREAS on April 7, 2009, an election was held for the purpose of electing three members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, is the Election Authority for Illinois Eastern Community College District #529, and has certified the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, will certify the official election results and will provide a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 7, and;

WHEREAS Alice Mullinax, in her tabulation of votes cast will include all available valid and counted election day ballots, absentee ballots, early voting ballots, grace period ballots, and provisional ballots, and;

WHEREAS Alice Mullinax will certify that the following votes were tabulated:

G. Andrew Fischer	7,650	
Marilyn J. Wolfe	9,885	
Larry Rost	7,291	
Michael K. Correll	11,378	and;

WHEREAS Alice Mullinax will certify that G. Andrew Fischer, Marilyn J. Wolfe and Michael K. Correll were elected as trustees to serve a full term and;

WHEREAS the Board of Trustees of Community College District #529 takes notice that due to election laws, there can be no official certification of election results until 14 days following the election or April 21, 2009 and that, Alice Mullinax is unable to officially certify the results before April 21, 2009 and that the official certification of votes has not yet occurred, the Board finds that the unofficial results as provided indicate the actual individuals elected to the Board of Trustees and;

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the unofficial results of the April 7, 2009 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority, and further declares that G. Andrew Fischer, Marilyn J. Wolfe and Michael K. Correll were duly elected to serve full terms as trustees.

Board Action: Trustee Larry Rost made a motion to adopt the foregoing resolution proclaiming results of the April 7, 2009 election. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #4 – “Recognition of Service to the Board” – Trustee Marilyn Wolfe introduced the following Resolution of Recognition of Service to the Board of Trustees by Dr. Larry Rost, from 2001 to 2009.

WHEREAS Dr. Larry Rost was born and raised in Marshfield, MO, where he attended a one-room school and was one of three to graduate from the 8th grade. After high school, he attended the University of Missouri and graduated in 1966. He obtained his Doctorate Degree from Purdue University in 1974, and;

WHEREAS Dr. Rost taught vocational agriculture and was the FFA Advisor at West Plains, MO high school for 6 years. He went on to teach in the Willow Spring, MO public schools for four years. In 1974, Dr. Rost joined Centerre Bank in West Plains, MO. He became the Senior Loan Officer of the Citizens National Bank in Albion in 1987. In 1988, Dr. Rost came to Fairfield National Bank as its Executive Vice President. In 1991 he became the bank president and has served in that capacity for more than 15 years, and;

WHEREAS he married Katie in 1965. They are the proud parents of two children, Melanie and Randy, and they have four grandchildren, and;

WHEREAS Dr. Rost was appointed to the Illinois Eastern Community College Board to fill a vacancy in 2001. When the term expired, Dr. Rost ran for the office and was elected to fill the term that expired in March of 2009, and;

WHEREAS the IECC Board recognizes Dr. Rost's accomplishments, his contribution, and service to the Illinois Eastern Community College District, and;

WHEREAS Dr. Rost has brought a commitment to all District residents, and shared a wealth of knowledge, experience, education, and intellect in his position of Trustee for the past eight years, and;

WHEREAS Dr. Rost has served honorably, effectively, with great enthusiasm and energy, and high moral character, and;

WHEREAS Dr. Rost has influenced Illinois Eastern Community College District Board of Trustees to intensely focus on teaching and learning by promoting an unwavering belief that education changes the lives of our students for the better, leading to stronger communities, and;

WHEREAS Dr. Rost has contributed a great deal of extra time and energy to concerns of the District to ensure his own understanding of the details, thereby providing valuable guidance in the decision-making process, and;

WHEREAS Dr. Rost has nurtured trust and collaboration between all constituencies within the District in matters concerning the education of the District's residents, and;

WHEREAS Dr. Rost has been an active leader in the Wayne County Community by working to raise awareness and achievement of children by introducing them to business concepts and ideals through his work with Junior Achievement, and;

BE IT RESOLVED, that the Illinois Eastern Community College District #529 Board of Trustees hereby adopts this resolution, thanking Dr. Larry Rost for his time, talent, passion, dedication, and guidance to the betterment of the lives of citizens throughout the district. The Board recognizes Dr. Rost's outstanding contribution to the communities located within the boundaries of Illinois Eastern Community College District #529 and especially his support and love for Frontier Community College and would like to bestow its deepest gratitude and appreciation for a job well done.

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

AGENDA #5 – “Adjournment of Board – Sine Die” – There being no further business to be transacted by the old Board, Trustee Brenda Culver made a motion that the old Board of Trustees stand adjourned sine die. Trustee Walter Koertge seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it, the motion is adopted and the old Board of Trustees stands adjourned sine die.

CEO Assumes Chair: Terry L. Bruce, Chief Executive Officer, assumed the Chair for purposes of organization of the new Board of Trustees.

AGENDA #6 – “Organization of New Board” – The Board of Trustees organized as follows:

#6-A. Appointment of Temporary Secretary: Without objection, the Chair appointed Harry Hillis, Jr. to act as Interim Secretary during organization of the new Board.

#6-B. Oath of Office and Seating of Trustees Elected April 7, 2009 and Student Trustee: The oath of office was administered to Trustees G. Andrew Fischer, Marilyn J. Wolfe and Michael K. Correll, and Student Trustee Carter Wilkinson and they were duly seated.

#6-C. Roll Call: The Chair directed roll call of the new Board. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks, Michael K. Correll, Brenda K. Culver, George Andrew Fischer, William C. Hudson “Jr.,” Walter L. Koertge, Marilyn J. Wolfe. Also present was Carter Wilkinson, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

#6-D. Election of Chairman: The Chair asked for nominations for Chairman. Trustee Marilyn Wolfe nominated G. Andrew Fischer to be Chairman of the Board of Trustees until the next reorganization meeting. Trustee Brenda Culver seconded the nomination. The Chair asked if there were additional nominations. There being none, Trustee Marilyn Wolfe made a motion to close nominations and elect G. Andrew Fischer Chairman by acclamation. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

#6-E. Election of Vice-Chairman: The Chair asked for nominations for Vice-Chairman. Trustee William Hudson nominated Marilyn J. Wolfe to be Vice-Chairman of the Board of Trustees until the next reorganization meeting. Trustee John Brooks seconded the nomination. The Chair asked if there were additional nominations. There being none, Trustee William Hudson made a motion to close nominations and elect Marilyn J. Wolfe Vice-Chairman by acclamation. Trustee John Brooks seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

#6-F. Election of Secretary Pro Tempore: The Chair asked for nominations for Secretary Pro Tempore. Trustee Andrew Fischer nominated Walter L. Koertge to be Secretary Pro Tempore of the Board of Trustees until the next reorganization meeting. Trustee John Brooks seconded the nomination. The Chair asked if there were additional nominations. There being none, Trustee Brenda Culver made a motion to close nominations and elect Walter L. Koertge Secretary Pro Tempore by acclamation. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

#5-G. Election of Secretary: The Chair asked for nominations for Secretary. Trustee Andrew Fischer nominated Harry Hillis, Jr. to be Secretary of the Board of Trustees until the next reorganization meeting. Trustee Walter Koertge seconded the nomination. The Chair asked if there were additional nominations. There being none, Trustee Walter Koertge made a motion to close nominations and elect Harry Hillis, Jr. Board Secretary by acclamation. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

#6-H. Appointment of Ethics Officer: Trustee Marilyn Wolfe nominated Harry Hillis, Jr., Board Secretary, to be appointed as Ethics Officer for the Board, and for the District, pursuant to statute. He shall serve until his successor is appointed and qualified. Trustee Walter Koertge seconded the nomination. The Chair asked if there were additional nominations. There being none, Trustee Brenda Culver made a motion to close nominations and appoint Harry Hillis, Jr. Ethics Officer for the Board and for the District by acclamation. Student Trustee Carter Wilkinson 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.

G. Andrew Fischer Assumes Chair: Chairman G. Andrew Fischer assumed the Chair.

#6-I. Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards: The CEO recommended adoption of the following resolution.

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529, State of Illinois, that all rules, regulations, policies, and actions of prior Boards of Trustees of this community college district are hereby adopted in full, including any changes and revisions.

Procedures: The Board agrees to follow past practices and procedures. The Secretary shall rotate the order of calling upon Board members to cast votes on each roll call vote. Explanation of votes is not allowed during the taking of a roll call vote. *Roberts Rules of Order* will be followed for general procedural guidelines, but will not be adopted. When voice votes are taken, any trustee may ask for a roll call vote on that issue.

Board Action: Trustee Walter Koertge made a motion to adopt the foregoing Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-J. Resolution for Time and Place of Board Meetings: The CEO recommended adoption of the following resolution for Time and Place of Board Meetings.

Resolved, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2009:

Tuesday, May 19, 2009, 7 p.m., Frontier Community College
Tuesday, June 16, 2009, 7 p.m., Lincoln Trail College
Tuesday, July 21, 2009, 7 p.m., Olney Central College
Tuesday, August 18, 2009, 7 p.m., Wabash Valley College
Tuesday, September 15, 2009, 7 p.m., Frontier Community College
Tuesday, October 20, 2009, 7 p.m., Lincoln Trail College
Tuesday, November 17, 2009, 7 p.m. Olney Central College
Tuesday, December 8, 2009, 7 p.m. Wabash Valley College*

*Board meetings in December will be held on the second Tuesday of the month due to Winter Break.

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

AGENDA #7 – “Recognition of Visitors & Guests” –

#7-A. Visitors & Guests: Visitors & guests present were recognized, including staff members from Wabash Valley College.

#7-B. IECEA Representative: None.

AGENDA #8 – “Public Comment” – None.

AGENDA #9 – “Reports” –

#9-A. Report from Trustees: Trustees reported on awards programs and public comment on scholarships offered students.

#9-B. Report from Presidents: Informational reports were presented from each of the colleges.

#9-C. Report from Cabinet: George Woods presented an informational report on Coal Mining Technology/Telecommunications.

AGENDA #10 – “Policy First Readings (and Possible Approval)” –

#10-A. Tuition Waiver Policy 500.14: Several community colleges in Illinois and across the nation have recognized the role of community colleges in workforce education by allowing reductions or elimination of tuition for workers who have lost their jobs due to economic conditions. This proposed tuition waiver would be a pilot program for the upcoming academic 2009-2010 year. To qualify, the student would have to be a resident, meet all requirements for admission and enrollment, have worked full-time at least two of the last three years, be receiving unemployment benefits or exhausted unemployment benefits within the past 12 months, and enroll for at least six semester hours. The waiver is for tuition only and is offered only if financial aid sources do not cover tuition costs.

Recommendation: The CEO recommended that second reading be waived and the following paragraph 'H' be added to the current IECC Tuition Waiver Policy 500.14.

H. Unemployed Tuition Waiver: This is a special tuition waiver program offered by Illinois Eastern Community Colleges as a pilot program only during the 2009-2010 academic year. Tuition will be waived for unemployed residents of District 529 during the 2009-2010 academic year on a space-available basis subject to the following conditions and appropriate documentation:

- be considered a resident of District 529;
- meet all college requirements for admission and enrollment;
- have been in the labor market (full-time employment) for at least two of the last three years;
- be receiving unemployment benefits, in receipt of a layoff notice, or have exhausted their unemployment benefits during the last 12 months;
- be enrolled in a minimum of six semester hours;
- complete an Unemployed Tuition Waiver Form; and
- complete and submit a Free Application for Federal Student Aid (FAFSA) within two weeks of enrollment.

This waiver is for tuition only and does not cover textbooks, course supplies, or other applicable fees. This tuition waiver is offered only if federal and/or state financial aid or other tuition assistance resources do not cover tuition costs.

This tuition waiver is for a maximum of 36 semester hours of credit towards a certificate program which can be completed in 12 months. Enrollment must be completed within five calendar days after the first day of class.

Board Action: Trustee Brenda Culver made a motion to waive second reading and adopt the addition to the Tuition Waiver Policy 500.14 as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#10-B. Vacation Leave Policy 400.12: Full-time IECC clerical, technical and maintenance employees (hourly) receive ten vacation days after completing one year of employment. After seven years of employment with the District, these employees are entitled to an additional five vacation days for a total of 15 vacation days per year. Under current policy, these hourly employees are allowed to accumulate and carry over up to 20 vacation days. Under this proposed policy, these hourly employees would be able to accumulate and carry forward 25 vacation days. The policy change recognizes that the fiscal year ends on June 30. This policy change will allow parents with children in school more flexibility to use vacation days during the summer when their children are out of school rather than losing vacation days if not taken by June 30.

Recommendation: The CEO recommended that second reading be waived and the following revised Vacation Leave Policy 400.12 be adopted.

Vacation Leave Policy - Administrative, Professional Non-Faculty, Technical, Clerical and Maintenance Staff (400.12)

Each full-time administrative and professional non-faculty employee shall earn 20 vacation days per year. Administrative and professional non-faculty employees may accumulate no more than 40 paid vacation days.

Each full-time clerical, technical, and maintenance employee shall earn 10 vacation days per year. Clerical, technical, and maintenance employees with less than 7 years of employment may accumulate no more than 20 vacation days. After 7

years of employment, each full-time clerical, technical, and maintenance employee shall earn 15 vacation days per year. Effective July 1, 2009, clerical, technical, and maintenance employees with 7 or more years of employment may accumulate no more than 25 paid vacation days.

Employee's first year of vacation accrual is prorated based on hire date.

Upon retirement or voluntary resignation of employment with the District, an employee may choose one of the following alternatives:

A. An employee may elect to receive pay at his/her current per diem rate for the number of accumulated vacation days following completion of his/her duties with the District.

B. An employee may elect to take his/her accumulated vacation days just prior to completion of his/her duties with the District. In this situation, the last day of vacation would also be the last day of employment.

Voluntary and involuntary separation accumulation vacation day payments made pursuant to section 400.12 shall be subject to restrictions as set forth in Public Act 94-004, and as interpreted by the Board of Trustees.

The above section does not apply to involuntary separation. Employees who leave district service due to an involuntary separation will be paid their remainder of accumulated vacation days in a lump sum payment, following completion of his/her duties with the District.

Employees paid from grant funds must use vacation days during the period of the grant.

Vacation for modified time employees shall be pro-rated according to time employed in relation to full-time employees.

Board Action: Trustee Michael Correll made a motion to waive second reading and adopt the revised Vacation Leave Policy 400.12, as recommended. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11- "Policy Second Readings" – None.

AGENDA #12 – "Staff Recommendations for Approval" – The following staff recommendations were presented for approval.

#12-A. FY2010 Activity Fee Allocations: Annually, the Board adopts the allocation of student activity fees at three of the colleges. The following allocations are recommended for FY2010. There are no changes from last year's allocations. The table indicates the allocation percent of student fees collected to each account in the auxiliary fund.

	<u>LTC</u>	<u>OCC</u>	<u>WVC</u>
Alumni Association	0%	0%	0%
Athletics	30%	30%	30%
Cheerleaders	3%	0%	5%
College Union	7%	0%	20%
Student Testing	3%	4%	0%
Intramurals	0%	0%	0%
Parking Maintenance	0%	9%	0%
Publications	10%	0%	0%
Soc. Cul. Act. Team	0%	8%	0%
Special Events	3%	0%	3%
Student Senate	15%	10%	12%
Special Projects	7%	0%	16%
Natatorium	0%	0%	0%
Student Handbook	0%	3%	0%
Model United Nations	0%	0%	0%
Child Care	0%	19%	0%
Food Services	12%	17%	14%
Sports Facility	10%	0%	0%

Board Action: Trustee Walter Koertge made a motion to approve the FY2010 Activity Fee Allocations as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-B. FY2010 Bid Schedule: The Chief Finance Officer presented the recommended Bid Schedule for FY2010, listing the dates requisitions/specifications are due in the CFO's office, date bids are due from vendors, date recommendations are due in the CFO's office, Board meeting dates, and dates purchase orders are to be mailed. Adopting an annual Bid Schedule allows the District to plan, consolidate, and effectively manage the purchase of needed items. Rather than purchasing these items intermittently throughout the year, it is more efficient and the District receives better pricing if items are grouped and bid together and purchased at designated times. The CEO recommended approval.

Board Action: Student Trustee Carter Wilkinson made a motion to approve the FY2010 Bid Schedule as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared the "Ayes" have it and the motion carried.

#12-C. Nursing Student Handbook: The IECC District operates a Practical Nursing Certificate (PN) and an Associate Degree Nursing Program (ADN). Handbooks have been approved by the Board for these programs. The Board is being asked to combine these two programs into one handbook that will meet the requirements for both curricula. In addition to combining the two handbooks, the new handbook adds the following changes: Adds the standards of practice, the curriculum, and the program costs sheet for the PN program; adds to the glossary the terms practical nurse, registered nurse, and unlicensed assistive personnel; revises and realigns the educational outcomes for both PN and ADN graduates; updates the curriculum guides to provide accurate pre-requisites, adds qualifications for practical nurses licensure; updates grounds for disciplinary action as set forth in the Illinois Nurse Practice Act; adds information on the grade scale; adds grading for PN professional behaviors; adds information about the current standardized and computerized exam – HESI; revises certain requirements of the physical exam; streamlines the physical exam form to decrease number of times the healthcare provider has to sign and update the immunizations; changes requirement that continuing students have to repeat the physical exam; cost sheets were updated and inserted for both the ADN program and the PN program; changes petition for readmission requirements to require the student to petition for both the initial withdrawal as well as for failure to achieve academic progress or for dismissal from the program; changes signature pages for all the forms to read as Nursing Program and not the PN and ADN program. The CEO recommended Board approval of this combined and revised student handbook for the Nursing Program.

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

#12-D. Contract for Maintenance Renewal for Oracle: The IECC District currently uses Oracle as the data base for the Banner system. Oracle is owned by SUNGARD Higher Education (SGHE) which will offer to the District a multi-year extension option for the existing contract. IECC's current fee, without the renewal option, will be \$21,003.00. If the District accepts a six-year extension, annual fees would be reduced to \$20,204.00 and future increases would be capped at a 6% annual increase, giving fees of \$21,454.00, \$22,741.00, \$24,106.00, \$25,552.00, and \$27,085.00. This six year extension option provides a savings to the District of \$20,876.00. The CEO recommended approval of a six-year contract extension with SGHE for its Oracle product.

Board Action: Trustee Walter Koertge made a motion to approve a six-year contract extension with SGHE for its Oracle product as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-E. Building Valuation Increases: The IECC District, in recent years, had to begin depreciating all of its real estate holdings based upon new Government Accounting Standards Board (GASB) rules. This depreciation requirement led to the realization that the District needed to prepare an updated valuation of District holdings to guarantee that District building valuations were based upon current replacement costs for insurance purposes. The District's insurance carrier was contacted and the carrier hired American Appraisal, at no cost to the District, to appraise all District buildings valued at \$1 million or more. The report indicated that the value of the buildings had increased by an average of 56% since the time of initial construction. American Appraisal did not make an appraisal of buildings having an initial construction value of less than \$1 million. To get an appraised value for all of the buildings owned by the District, both those that had a value in excess of \$1 million at time of construction and those that had a value of less than \$1 million at the time of construction, the average increase of 56% was applied to all buildings the District owns, to come up with an updated replacement cost. Currently, the value of all IECC buildings is stated to be \$47,777,412 on IECC's insurance coverage. An updated appraisal, with an insured value at 90% replacement cost for all IECC buildings, would increase the valuation for all buildings to \$74,275,783. In the event of a loss, these new values more accurately reflect replacement cost and should prevent the District from being underinsured. The current annual insurance premium is \$78,273. To insure at the increased level, the District premium will be \$99,160, an increase of \$20,887. The CEO recommended approval of these new property values for District insurance coverage.

Board Action: Trustee John Brooks made a motion to approve the foregoing new property values for District insurance coverage as explained and recommended. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-F. Marathon Refinery Settlement: The CEO presented an update on the current status of the tentative memorandum of agreement with Marathon and the taxing bodies in Crawford County over the Equalized Assessed Valuation (EAV) of the Robinson Refinery, covering the 2008-2013 tax assessment years. As of this date, not all taxing bodies have agreed to the tentative settlement and the issue remains unresolved. Therefore, the matter is not ready for Board of Trustees action.

#12-G. YMCA Agreement: Since the early 1980's, Wabash Valley College and the Wabash Valley YMCA have jointly operated the pool located on the campus of WVC. The written agreement under which the two parties operated has been amended many times over the years since its inception. The two parties agree that it is now time to establish a new agreement. The parties, by this agreement, agree that the college will operate and maintain the pool and that YMCA members will have access to the pool and the fitness center. For this benefit to its members, the YMCA shall pay the college \$1,000 a month.

Recommendation: The CEO recommended approval of the following agreement with Wabash Valley YMCA:

Now come Illinois Eastern Community College District #529 and Wabash Valley College (hereinafter College) and Wabash Valley YMCA (hereinafter YMCA) and do hereby agree as follows:

WHEREAS, College and YMCA have had in the past an ongoing relationship regarding the swimming pool located on the College campus and the mutual use thereof, and

WHEREAS, the College and YMCA have terminated the prior Agreement and wish to continue a working relationship; and

WHEREAS, the College also has a fitness center on its campus which both parties desire to have mutual use of; and

WHEREFORE, College and YMCA have agreed to set forth their understanding for the use and responsibilities of the aforementioned pool and fitness center as follows:

1. The College shall operate, manage, control and maintain the pool facilities in compliance with all Department of Health and other regulatory agencies.

2. The YMCA has a membership plan available, which has in the past, provided for access to the pool. The YMCA desires to be able to offer said use of the pool to its membership, and College is in agreement to allow said continued access and use.

3. The YMCA and the College also hereby agree to allow the YMCA membership the access and use of the College fitness center.

4. That in consideration for the YMCA and its members being able to use the College pool and College fitness center, the YMCA shall pay College One Thousand Dollars (\$1,000.00) per month, commencing on May 1, 2009 and continuing on the first day of the month for every month during the life of this agreement.

5. The College charges its membership a fee for access to the pool and the fitness center. Likewise, the YMCA charges its membership a fee for access to the pool and the fitness center. It is the agreement of the parties that they will work to make these fees identical, and that neither party will change the agreed upon fee without consultation and agreement with the other party. The parties agree that the fees will be identical within 90 days of the effective date of this agreement.

6. This Agreement is effective from April 22, 2009, with a termination date at midnight on June 30, 2010. This contract will be reviewed by the parties on 60 days notice by either party prior to the termination date for review and any amendment. This agreement shall be renewed annually but if it is not renewed by the termination date, the agreement will continue for successive one month periods, until notice of termination is given.

7. The YMCA members will have use of the College fitness center; however, no children under the age of twelve (12) years old will be allowed to work out in the fitness center. In order to help enforce this, the YMCA members are to present a membership card to access the fitness center and the pool.

8. College agrees that it will honor and acknowledge the YMCA Away Program which allows visiting YMCA members who are current members at his or her local YMCA to utilize the pool and fitness center.

9. The operating hours of the pool shall be by agreement, and at the commencement of this agreement they are significantly the same as what the YMCA was conducting prior to March 1, 2009.

10. There will also be access given to the pool by non-members at a per usage charge set by the college.

11. Both College and YMCA will maintain adequate liability insurance coverage and will name the other party as a named insured.

Board Action: Student Trustee Carter Wilkinson made a motion to approve the foregoing agreement with Wabash Valley YMCA as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-H. Deed of Property to LTC Foundation: CEO Terry Bruce presented a legal description of property owned by the District that would be conveyed to Lincoln Trail College Foundation. Chairman Fischer asked leave that CEO Bruce be allowed to amend the legal description on its face. Without objection, leave was granted. Following discussion, Trustee Walter Koertge moved adoption and Trustee Marilyn Wolfe seconded the approval of the amended description; and that CEO Terry Bruce be directed to prepare a deed making a conveyance of property to the Foundation; and to make such changes as necessary to carry out the intent of the Board.

1040.00 feet evenly off the South end of the following real estate, to wit:

The East Half of the Southeast Quarter and the East Half of the West Half of the Southeast Quarter, all in Section 25, Township 7 North, Range 12 West of the Second P.M., Crawford County, Illinois, EXCEPT that portion of land lying on the East side of said subdivision and being the existing right-of-way of Illinois Route 1, containing 46.90 acres more or less.

Subject to the following:

1. Conditions, covenants, easements, leases and restrictions of record; and

2. All prior reservations, exceptions, or conveyances of the oil, gas or other mineral title.

Board Action: The Chair directed that a roll call vote be taken on the foregoing motion. The Secretary called the roll as directed and the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-I. Annexation to the City of Robinson: For several months, LTC President Turkal has been working with officials of the City of Robinson to allow the annexation of Lincoln Trail College to the City of Robinson. The major incentive for annexation for the District is the City's agreement to maintain the District's existing lift station. When the College was built, a lift station was installed and has been under the operation and maintenance of the College District since that time. The City of Robinson wants to take over the operation and maintenance of that lift station and to do so requires the annexation of the college to the City. This annexation will cause no additional costs to the District, but will allow the City of Robinson to operate their disposal system in a more efficient manner. To annex to the City, the College must be contiguous to the City and the College is not contiguous. However, both Lincoln Trail College Foundation and the Lincoln Trail College Booster Club have filed petitions for annexation to the City. It is the District's understanding that the City wishes to accept these two petitions which would then make the College property contiguous to the City and would allow IECC's petition to be accepted by the City of Robinson.

Recommendation: The CEO recommended approval of the following Petition for Annexation to the Mayor and City Council of the City of Robinson, Illinois:

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, for its PETITION FOR ANNEXATION, pursuant to *Illinois Compiled Statutes*, 65 ILCS 5/7-1-1 et seq., states as follows:

1. The Petitioner is the owner of the real estate described on Exhibit "A," which is attached hereto and incorporated herein by reference.
2. The real estate above described is not within the corporate limits of the City of Robinson, Illinois, nor any other municipality.
3. That the above described real estate is contiguous to other real estate which is contiguous to the City of Robinson, Illinois, and for which proceedings are now pending before the City Council of the City of Robinson, Illinois, for annexation. Once said real estate, for which proceedings are pending for annexation, is annexed to the City of Robinson, Illinois, then the subject property will be contiguous.
4. That no electors presently reside upon the above described real estate.
5. Attached to this Petition is a plat of the area proposed to be annexed to the City of Robinson.

WHEREFORE, ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 requests that the City of Robinson, Illinois, annex the real estate described herein to the City of Robinson, Illinois.

Board Action: Trustee Michael Correll made a motion to approve the foregoing Petition for Annexation to the City of Robinson with exhibits and attachments thereto, as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-J. Acceptance of National League of Nursing Accrediting Commission Report: The District has received formal notification of the action taken by the National League of Nursing Accrediting Commission (NLNAC) at its February 2009 meeting. The NLNAC commissioners granted IECC's Associate Degree Nursing Program continuing accreditation until the Fall of 2016. The report states that NLNAC's deliberations centered on the District's Self-Study Report, the college catalog, the site visitor's report, and the recommendation for accreditation proposed by the Program Evaluators and the Evaluation Review Panel. The NLNAC found no deficiencies, but identified areas needing development to meet existing standards. The District was asked in the Faculty Standard to facilitate the timely completion of graduate study for faculty who did not hold a minimum Master's Degree with a major in nursing and the District was to implement a strategy to recruit academically and experientially qualified faculty. The District was asked in the

Curriculum and Instruction Standard to refine the curriculum to enhance clarity of the flow from the nursing philosophy and organizing framework through the course objectives and to ensure reflection of the twelve educational outcomes in the course objectives. The District was asked in the Integrity Standard to review and revise documents to ensure they are accurate, consistent and clear, including information about all program requirements. The District was asked in the Educational Effectiveness Standard to improve data collection related to graduate and employer satisfaction. The NLNAC recognized that the District's Nursing Program was measured against the highest national standards in nursing education and it passed successfully.

Recommendation: The CEO recommended acceptance of the Report by the NLNAC continuing accreditation for the District's Nursing Program to the Fall of 2016.

Board Action: Trustee William Hudson made a motion to accept the NLNAC continuing accreditation for the District's Nursing Program to the Fall of 2016 as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#12-K. Affiliation Agreement with Vincennes Walgreens Pharmacy – Pharmacy Tech: IECC wishes to enter into a new affiliation agreement with Vincennes Walgreens Pharmacy, located in Vincennes, Indiana. This affiliation agreement is for the Pharmacy Technician Program at Lincoln Trail College and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

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

#12-L. Affiliation Agreement with Vincennes CVS Pharmacy – Pharmacy Tech: IECC wishes to enter into a new affiliation agreement with Vincennes CVS Pharmacy, located in Vincennes, Indiana. This affiliation agreement is for the Pharmacy Technician Program at Lincoln Trail College and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

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

AGENDA #13 – “Bid Committee Report” –

#13-A. FCC – Replacement of Asphalt Shingle Roofs: The CFO presented the recommendation of the Bid Committee to reject the only bid received on this item. Without objection, the Chair directed that this bid be rejected as recommended.

#13-B. LTC – Mower: The CFO presented the recommendation of the Bid Committee to accept the low bid received that meets all specifications, from Newton Tractor Sales, Newton, Illinois, for a Land Pride AFM4216 mower for Lincoln Trail College for a total of \$9,950.00. Source of Funds: Operations & Maintenance Fund. Department: Maintenance.

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

Board Action: Trustee Walter Koertge made a motion to purchase a mower for LTC from Newton Tractor Sales as recommended. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#13-C. Workforce Education – New 2009 Three-Quarter Ton Pickup Truck: The CFO presented the recommendation of the Bid Committee to accept the bid of Ford Square, Mt. Vernon, Illinois, for a new 2009 three-quarter ton Ford F250 pickup truck for Workforce Education for a total of \$17,728.35. Source of Funds: Education Fund. Department: Workforce Education and Development. The truck is being purchased to pull the trailer that was purchased by the Community Based Job Training grant to haul the training panels to the mine sites.

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

Board Action: Trustee Marilyn Wolfe made a motion to purchase a three-quarter ton pickup truck for Workforce Education from Ford Square as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – “District Finance” – The following district financial matters were presented:

#14-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$6,583,603.70, as of March 31, 2009. The District has spent 73% of the current fiscal year budget.

#14-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for April 2009, totaling \$709,039.35, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for April 2009, in the amounts listed, and payments from the revolving fund for March 2009. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Chief Executive Officer's Report” – Mr. Bruce presented informational reports relative to the following topics:

1. Community College Lobby Day will be April 29, 2009 in Springfield.
2. Statement of Economic Interest – Due by May 1, 2009.
3. Dual Credit Workshop – May 4, 2009. IECC has Dual Credit Agreements with 17 High School Districts.
4. Local Workforce Investment Board Area #23. This LWIB has asked IECC to serve as its fiscal agent and to administer program grants.
5. Critical Skills Health Care Grant – \$100,000 has been approved for OCC and LTC.
6. HLC Conference Presentation. Amie Mayhall and Nixie Hnetkovsky gave a presentation on Students “First Initial Initiatives” and were complimented on their presentation by the Higher Learning Commission.
7. Enrollment Report – District Up 4% over one year ago.

AGENDA #16 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #17 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session on Tuesday, March 17, 2009.

AGENDA #18 – “Approval of Personnel Report” – The CEO presented the following amended Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Administrative

1. Rodney Ranes, Dean of Instruction, OCC, effective May 21, 2009.

B. Professional/Non-Faculty

1. George Hess, Program Director, Emergency Preparedness & Industrial Quality Management, FCC, effective April 27, 2009.

400.2. Change in Status

A. Classified

1. Kimberly Venters, Clerk/Receptionist, FCC, to Administrative Assistant, FCC, effective April 22, 2009.

400.3. Temporary Employment

A. Classified

1. Stephanie Durham, temporary, full-time contractual Office Assistant, WVC, effective April 22, 2009.

400.4. Special Assignments

A. Other – Spring 2009

1. Diane Russell, Coordinator, Coal Mining Grant, \$1,000.

400.5. FY08-09 Educational Level Change

A. Faculty

- Anne Hustad, from M to M+24, \$2,000.

400.6. Leave of Absence Approved by CEO since March 17, 2009

A. None.

400.7. Retirements

A. Administrative

1. Nancy Buttry, Associate Dean, Nursing & Allied Health, OCC, effective January 1, 2010.

B. Faculty

1. David Cunningham, Psychology Instructor, effective August 5, 2009.
2. Judith Puckett, English Instructor, effective June 1, 2009.

Personnel Report Addendum

400.8. Approval for CEO to Hire Grant Employees Prior to May Board Meeting

#18-A. Board Action to Amend Personnel Report: Student Trustee Carter Wilkinson made a motion to amend the Personnel Report, to add an addendum containing Section 400.8, as recommended. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

#18-B. Board Action to Approve Amended Personnel Report: Student Trustee Carter Wilkinson made a motion to approve the foregoing amended Personnel Report as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #19 – “Collective Bargaining” – None.

AGENDA #20 – “Litigation” – None.

AGENDA #21 – “Acquisition & Disposition of Property” – None.

AGENDA #22– “Other Items” – None.

AGENDA #23 – “Adjournment” – Trustee Walter Koertge made a motion to adjourn. Student Trustee Carter Wilkinson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:45 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)

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Radiography Technology Handbook

Agenda Item #8A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Radiography Program Handbook

President Jack Davis and the Radiography faculty have developed a revised Radiography Program Handbook to be effective Summer Term 2009. Changes were made in: mission and goals, tuition and book fees, substance abuse policy, length of program, clinical attendance policy, grade policy, and dismissal from the program. A complete list of all changes to the Radiography Program Handbook follows:

- 1) Added statement to the front of the handbook for student signature signifying they have read the handbook.
- 2) Preface was added.
- 3) Mission and goals have been modified as per suggestions from the JRCERT.
 - a. We removed the phrase “entry-level competent” and changed it to simply competent. Rationale: this suggestion was made by the JRC; if the students are competent – then they are entry level competent.
 - b. Removed the phrase “critical thinking.” Again at the suggestion of the JRC as this is often difficult to accurately measure.
 - c. Added to communication goal “demonstrate effective oral and written communication”
 - d. Modified goal regarding Professional growth and development to “Program Graduates will demonstrate understanding of the importance and benefits of life-long learning and professional development.” This will be easier to measure.
- 4) Changed tuition cost to reflect current changes.
- 5) Updated book fees – to reflect current changes.

- 6) Enrichment fund – educational conferences
 - a. Removed statement regarding students leaving an educational conference and finding other accommodations if they do not attend all educational sessions, presentations and business sessions while at an educational conference.
 - b. Added statement “the entire college sponsored trip” regarding when college policies are in effect during a college sponsored event, conference or trip.
- 7) Professional Development
 - a. Changed Professional Affiliations to Professional Development
 - b. Added contact information for Illinois State Society of Radiologic Technologists and American Society of Radiologic Technologists.
- 8) Added Substance Abuse Policy to list of policies available in the College Catalog under heading of Students Rights/Policies
- 9) Changed statement regarding program length to 6 semesters. Since we are effectively eliminating early exit and changing the end date of the program to the last of April, the statement referring to the program being a minimum of 22 months is no longer correct. We felt the best way to state program length was 6 semesters. We also added a statement saying the program ends during the last week of April of the 6th semester.
- 10) Under the clinical attendance policy:
 - a. Removed all references to extra hours applied to early exit as this no longer applies.
 - b. Added statement limiting number of hours a student may be scheduled for clinical education to 10 hours per day. This reflects JRC policy change.
 - c. Added statement that students are not allowed to attend clinical education on days when OCC is closed.
 - d. Added consequences to repeated absences, students who miss more than the allowed 2 days per semester risk having their grade lowered by one letter grade for each additional absence.
 - e. Added consequences for tardiness and/or leaving clinical education early; again students risk grade reduction.
- 11) Under written assignments – added statement that written assignments are to be printed single-sided only.
- 12) Under Grade Policy. Added statement that students must achieve a minimum score of 83% on final clinical evaluations – this is at the suggestion of the Advisory Committee, the rationale is that clinical

skills mastery level should be higher than “C” level given the importance of these skills and the effect on patient safety.

- 13) Grade policy is spelled out and defined as to what skills/behaviors merit each grade level.
- 14) Added Drug Screen to Physical/Immunizations section. We have eliminated the CBC and urinalysis requirement as clinical agencies no longer require them – drug screens are more often requested.
- 15) Added statement prohibiting students to wear clinical uniforms outside of clinical education, such as to campus classes or to run personal errands.
- 16) Program Progression Requirements – modified this statement. Changed “drug test may be required” to “drug test is required.”
- 17) Dismissal from Program. Added "Dismissal from 2 clinical sites".
- 18) Added statement under Critical areas of concern regarding “Failure to uphold academic integrity.”
- 19) Added statement for advanced placement.
- 20) Removed Early Exit policies.
- 21) Added Radiography Program Department Meetings under heading of Continuing Program Evaluation.

An electronic copy of the Radiography Program Handbook has been sent to you by e-mail. Copies of the complete Radiography Program Handbook will also be available for Board review at the meeting.

I ask the Board’s approval of these changes to the Radiography Program Handbook.

TLB/rs

Agenda Item #8B

Welding Lab Fees

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Welding Lab Fees

The welding lab fee is currently \$15.00 per welding course and it is proposed that it be increased to \$30.00 per welding course. The welding fee has not been increased for several years and the price of steel has substantially increased during the past year.

I ask approval of the increase in the welding lab fee to \$30.00 per welding course. This increase will be effective with the Spring Semester 2010.

TLB/rs

Agenda Item #8C

Affiliation Agreement with Lovins Pharmacy - Albion

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Affiliation Agreement with Lovins Pharmacy
Pharmacy Technician Program

IECC wishes to enter into an affiliation agreement with Lovins Pharmacy located in Albion, Illinois.

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

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Lovins Pharmacy – Albion, Illinois (hereinafter referred to as AGENCY).

[Identify Above: Agency, City, and State]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of LTC 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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 Dean of the College on behalf of Lincoln Trail College. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of 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 AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician 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 the AGENCY, and will comply with the policies of the health AGENCY.

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

Students who have physical or emotional disabilities which may negate success in pharmacy technician practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in pharmacy technician practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC 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 Pharmacy Technician faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. 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. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply space for storage of student personal items not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students as needed.
11. An annual review of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

Agenda Item #8D

Affiliation Agreement with Sav-Mor Pharmacy – Flora

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Affiliation Agreement with Sav-Mor Pharmacy
Pharmacy Technician Program

IECC wishes to enter into an affiliation agreement with Sav-Mor Pharmacy located in Flora, Illinois.

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

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Sav- Mor Pharmacy – Flora, Illinois (hereinafter referred to as AGENCY).

[Identify Above: Agency, City, and State]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of LTC 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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 Dean of the College on behalf of Lincoln Trail College. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of 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 AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician 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 the AGENCY, and will comply with the policies of the health AGENCY.

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

Students who have physical or emotional disabilities which may negate success in pharmacy technician practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in pharmacy technician practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC 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 Pharmacy Technician faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. 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. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply space for storage of student personal items not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students as needed.
11. An annual review of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

Agenda Item #8E

Affiliation Agreement with Walgreens – Effingham

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Affiliation Agreement with Walgreens Pharmacy
Pharmacy Technician Program

IECC wishes to enter into an affiliation agreement with Walgreens Pharmacy located in Effingham, Illinois.

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

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Walgreens Pharmacy – Effingham, Illinois. (hereinafter referred to as AGENCY).

[Identify Above: Agency, City, and State]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of LTC 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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 Dean of the College on behalf of Lincoln Trail College. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of 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 AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician 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 the AGENCY, and will comply with the policies of the health AGENCY.

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

Students who have physical or emotional disabilities which may negate success in pharmacy technician practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in pharmacy technician practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC 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 Pharmacy Technician faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. 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. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply space for storage of student personal items not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students as needed.
11. An annual review of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/13/06

Agenda Item #8F

Affiliation Agreement with Crossroads Hospital – Mt. Vernon, IL

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Affiliation Agreement with Crossroads Hospital
Associate Degree Nursing Program

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

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

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

TLB/rs

Attachment

**STUDENT AFFILIATION AGREEMENT
TERM SHEET**

Date of Agreement: April 21, 2009

Hospital Legal Name: National Healthcare of Mt. Vernon, Inc.
d/b/a: Crossroads Community Hospital
Hospital Address: #8 Doctors Park Road
City, State, ZIP: Mt. Vernon, IL 62864

School's Legal Name: Illinois Eastern Community Colleges, District 529
School Address: 2 Frontier Drive
City, State ZIP: Fairfield, IL 62837

Applicable Licenses, Certifications, etc: Illinois

Term of Agreement: 12 months
Expiration Date: 4/30/2010
Effective Date: 5/1/2009

Type of Student (i.e. Clinical, Administrative, etc.): Nursing

Number of Students per rotation: Not more than ten (10)

Term of Training (cite beginning date and ending date including dates of the school's semester):
Begin Date: 05/01/2009 Ending Date: 04/30/2009 With automatic One (1) Year Renewals
School Semester Dates: May 2009 – April 2010

Clinical rotations shall be provided at Hospital's facilities located at: #8 Doctors Park Road, Mt. Vernon, IL 62864

Designated Contract Person to act as liaison between Hospital and School: Janet KinKade/Dept Head Instructor

The attached Standard Terms and Conditions are incorporated into this Student Affiliation Agreement. The following Addenda are also attached hereto and incorporated herein as part of this Student Affiliation Agreement ("Agreement") by this reference:

Addenda	TITLE
1	Patient Care duties to be provided by Students
2	Patient Care duties that Students cannot provide
3	Other State Required Testing

Neither this Agreement nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved electronically by a Division President of Community Health Systems Professional Services Corporation, the Hospital's Management Company.

_____ School's Authorized Representative's Initials

SCHOOL

Illinois Eastern Community Colleges, District 529

By: _____
Title: Chairman, IECC Board of Trustees
Date: April 21, 2009

HOSPITAL

National Healthcare of Mt. Vernon, Inc.
d/b/a: **Crossroads Community Hospital**

By: _____
Title: Hospital CEO
Date: April 21, 2009

STUDENT AFFILIATION AGREEMENT

TERMS AND CONDITIONS

I. JOINT RESPONSIBILITIES:

- A. The clinical training shall include the Patient Care Services set forth more fully on Addendum 1 attached hereto and incorporated herein by reference as agreed upon by both parties.
- B. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

II. SCHOOL'S RESPONSIBILITIES:

- A. Be responsible, in coordination with Hospital, for the assignment of Students and the planning of the program. Students assigned shall only be those who meet the criteria for eligibility as established by the School and approved by Hospital, and no student shall be assigned to Hospital without prior consent of School.
- B. To inform Students that they will be expected to comply with the rules and regulations of Hospital, including, but not limited to the use of personal protective equipment, the rules of patient confidentiality, and the procedures relating to medical record documentation. Education and training relating to these specific policies and procedures shall be provided to Students prior to their clinical rotation at Hospital, as well as any other Hospital specific policies and procedures deemed appropriate and necessary by School and/or Hospital.
- C. To require a dress code of Students which meets the standards of the dress code of Hospital and which clearly identifies the Students as students (not licensed personnel) and as students of School (not as agents nor affiliates of Hospital).
- D. Required of Students prior to coming to Hospital, to:
 - (i) provide written evidence of either a negative TB skin test within the past one year, or a chest x-ray within three years, in the event of a positive TB skin test.
 - (ii) provide written documentation of a completed series of Hepatitis-B vaccine or provide documentation of having begun the series, or documentation of informed refusal of the vaccine.
 - (iii) provide evidence of any other appropriate immunizations or immunities requested by Hospital.
 - (iv) For other applicable state required testing, see Addendum 3 attached hereto and incorporated herein by this reference.
 - (v) To require staff from School who visit Hospital that they must also meet the requirements for Students outlined in this Section II.
 - (vi) To educate and train Students in OSHA bloodborne pathogens standards and tuberculosis prior to their clinical rotation at Hospital.
 - (vii) To schedule Students and appropriate School staff for training at Hospital on Hospital's fire and emergency response plans.
 - (viii) To require Students and School staff not to submit for publication any material relating to the clinical education experience at Hospital without prior written approval of Hospital.
 - (ix) To provide contact person and liaison between Hospital and School, who shall be responsible for the oversight of the Students' clinical experiences.

- (x) To, upon request by the Hospital, remove immediately from the premises any Student who in the opinion of Hospital poses a threat or danger to the health and well being of any person, or who violates Hospital rules, regulations, policy or procedure.
- (xi) To have in place a mechanism to notify the Hospital if a Student (or faculty, if applicable) is unable for any reason to report for training.
- (xii) As a condition of referring Students of School to Hospital to provide services to Hospital and immediately prior to Students providing any such services, School agrees to require Students to undergo a substance abuse test at least every 12 months to test Students for the presence of alcohol, drugs, or other controlled substances, except to the extent prohibited by law. In any case, School agrees not to refer any Students to Hospital to provide services to Hospital if Students have not undergone a substance abuse test. If such test (including any re-tests) reveals that Students are currently engaging in the illegal use of drugs, are otherwise impaired and unable to perform one or more essential functions of the job with or without any reasonable accommodation as may be required by law, or pose a direct threat to the health or safety of Students or others, School agrees not to refer such Students to Hospital to provide services to Hospital. School further agrees not to refer to Hospital any Students who School knows or has reason to know have illegally used, manufactured, distributed, dispensed, possessed, purchased, or been under the influence of drugs (excluding Students who are participating in or have successfully completed a supervised drug rehabilitation program or have otherwise been successfully rehabilitated and no longer engaging in such use); have ever been under the influence of inhalants in the workplace; have ever failed to meet the qualification standards for a job because of the illegal use of drugs or the use of alcohol or inhalants; pose a direct threat to the health or safety of Students or others; or have been convicted of a drug-related crime. Furthermore, during the course of the assignment of Students, School agrees to require Students to undergo a substance abuse test to test Students for the presence of alcohol, drugs, or other controlled substances following an injury occurring at the Hospital; when a medication or handling discrepancy occurs or when medication may have been stolen or improperly used at the Hospital involving Students or others working in the area to which Students have been assigned; at random intervals; when Students appear to be unfit for duty as a result of the use of drugs, alcohol, or other controlled substances; when there is reasonable cause or suspicion to believe that Students are under the influence of alcohol, drugs, or other controlled substances; and upon the return of Students following a period of absence from providing services of more than 30 days, and when the Students have illegally or improperly used controlled substances and have successfully completed a rehabilitation program, all except to the extent prohibited by law. If such test (including any re-tests) reveals that Students are currently engaging in the illegal use of drugs, are otherwise impaired and unable to perform one or more essential functions of the job with or without any reasonable accommodation as may be required by law, or pose a direct threat to the health or safety of Students or others, School agrees to withdraw such Students from assignment to the Hospital. School agrees to use the services of a licensed health care professional and laboratory in conducting substance abuse tests and to obtain the consent and waiver of liability of Students to any such testing. The School agrees and represents that such tests will be conducted in accordance with the Americans with Disabilities Act and other applicable laws and agrees to indemnify and hold harmless the Hospital from and against any damages arising out of or relating to the failure to comply with such laws. The School further agrees to provide Hospital with a copy of the results of any substance abuse test performed on Students immediately prior to and for the duration of their placement at Hospital.
- (xiii) As a further condition of referring Students of School to Hospital, School agrees to perform the following background checks on Students:
 - (a) THE OFFICE OF INSPECTOR GENERAL'S ("OIG") LIST OF EXCLUDED INDIVIDUALS/ENTITIES. Students referred must first be screened by the School against the OIG's list of excluded individuals. This screen can be conducted through the use of Excluded Party Search System® or other approved software program or through an appropriate internet site (e.g., <http://app.sanctioncheck.com>) to verify that the Students have not been suspended or disbarred from any applicable government payor program. *Students whose names appears on an excluded party list shall be considered ineligible for referral.*
 - (b) CRIMINAL RECORDS CHECK. A criminal records check should be conducted by the School on Students to be referred to Hospital. If a criminal records check reveals that Students have been convicted of a crime indicating that the Students would not be suitable for the position for which

they are being referred, the Students shall not be referred. Individuals convicted of crimes such as the following generally will not be suitable for referral: (1) crimes against the person (such as battery or assault), (2) crimes based on dishonesty or untruthfulness (such as theft or embezzlement), and (3) drug and other substance abuse-related crimes. Individuals convicted of other crimes may also be ineligible for referral as determined by the CEO of the hospital in his or her discretion. If the School is unsure whether a Student is eligible for referral, the School should contact Hospital's CEO. The CEO of the Hospital will have discretion and the authority to make the final decision regarding the referral of any individuals with any criminal record.

- (c) **DRIVING HISTORY CHECK.** A driving history check must be conducted by the School before the Students are referred to the hospital. The purpose of the Drive History Check is to verify the status of any prior or current history of DUI; and other current or pending driving violations; and any current or pending penalties. If a driving history check reveals that Students to be referred have a poor driving history or are otherwise not suitable to drive, they shall not be referred to the Hospital.
- (d) **LICENSE CHECKS.** The professional licenses held by Students, if any, must be checked to determine whether the licenses have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges under such licenses. If the license check reveals that the Students have had licenses suspended, revoked, terminated, or otherwise modified, such Students shall not be assigned to the Hospital. Provided, however, if the license check reveals that the suspension, revocation, termination, or other modification is due to the use of controlled substances and such Students have successfully completed a rehabilitation program, such Students may be assigned to the Hospital subject to the requirement that such Students undergo periodic testing for the use of controlled substances as determined by the Hospital.
- (e) **OTHER BACKGROUND CHECKS AS REQUIRED BY LAW.** Notwithstanding the foregoing, the following background checks (including any required fingerprinting, etc.) must also be performed by the School as required by law and subject to any specific facility or unit requirements, including but not limited to:
- (f) **CHEMICAL DEPENDENCY AND PSYCHIATRIC UNITS.** Criminal records checks must be performed on all Students who are being referred to work in chemical dependency and psychiatric units.
- (g) **HOME HEALTH CARE WORKERS/AIDES.** Criminal records checks must be performed on all Students who are being referred to work as Home Health Care Workers or Aides. Such checks must be conducted at both the state and county level and for all similar prior positions.
- (h) **SWING BEDS AND SKILLED UNITS (LONG-TERM CARE UNITS).** Criminal records checks must be performed on all Students who are being referred to work in the Swing Beds and Skilled Units as Nurses or Nurse Aides. Such checks must be conducted at both the state and county level. Additionally, other Students to be referred to work in similar positions may be required to undergo criminal background checks according to applicable state statutes.
- (i) In all cases, background checks shall be conducted to comply with any applicable statute or regulation governing such testing and to ensure that such testing is not conducted or enforced in a discriminatory manner.

III. HOSPITAL'S RESPONSIBILITIES:

- A. To accept and provide clinical experiences to Students from School. However, Hospital shall be under no obligation to accept any student or students unless mutually agreed upon by School and Hospital.
- B. To maintain a sufficient number of staff support to carry out normal service functions, so Students will not be performing in lieu of staff.
- C. To provide orientation to Students assigned to Hospital to include, but not limited to, personal protective equipment availability and use, and the fire and emergency response plans.

- D. To provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures, to Students. The charges for such medical services shall be billed to the Student or their insurance carrier. Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid provided immediately after the injury, and any services or other liability shall not be borne by Hospital, but shall be the responsibility of the individual Student regardless of whether these services are covered by the Student's insurance.
- E. To designate a staff member to serve as a contact person for the School staff assigned to oversee and supervise the Students.
- F. To provide a reasonable amount of storage space for apparel and personal effects of participating students, and reasonable classroom or conference room space at Hospital for use in the program.
- G. Hospital shall have the right to discuss any incident, occurrence, or investigation with Students from School that may arise out of or as a result of the training of said students at Hospital, and the students will cooperate with Hospital and School in said investigation.

IV. TERM AND TERMINATION:

- A. This Agreement shall be effective upon execution by Hospital and School and may be renewed on an annual basis upon mutual agreement of the parties.
- B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated without cause by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination. In this case, the terms of the Agreement shall continue to be in full force and effect until Students in a current clinical rotation complete said rotation.
- C. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of collectors, then, at the option of either party, this Agreement may be terminated immediately by either party and be of no further force and effect.

V. INSURANCE:

- A. School shall provide evidence that health insurance is in effect for Students during the term of their clinical rotation at Hospital.
- B. School shall provide evidence that Worker's Compensation insurance is in effect for clinical instructors and other staff of School who may be present on Hospital grounds and property.
- C. School shall provide evidence that each Student has professional liability coverage in the amounts of \$1 million per occurrence/\$3 million aggregate of the occurrence type of coverage. School shall procure and maintain professional liability coverage of the same amounts for any and all clinical instructors assigned to Hospital for the purposes of the Student's clinical rotation. In the event Student's or School's coverage is of the claims made type, said coverage shall outlive the terms of this Agreement for a minimum of sixty (60) months (which may require tail or prior acts coverage). Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
- D. Hospital shall be notified in writing within 15 days of any material alteration, cancellation, or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. Insurance shall be provided by a carrier who is acceptable to Hospital, which acceptance shall not be unreasonably withheld.

VI. INDEMNIFICATION AND NOTIFICATION OF CLAIMS:

- A. It is hereby stipulated and agreed between Hospital and School that with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, each entity shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself or its own directors, representatives, and employees.
- B. School agrees to indemnify, hold harmless, and defend the Hospital from and against any and all claims, demands, actions, settlements, costs, damages, or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to the negligence, actions, omissions of School or its agents, representatives, students or employees. School also agrees that the provisions of this section shall survive the termination of this Agreement.
- C. Hospital agrees to indemnify, hold harmless, and defend the School from and against any and all claims, demands, actions, settlements, costs, damages, or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to the negligence, actions, omissions of Hospital or its representatives, or employees. Hospital also agrees that the provisions of this section shall survive the termination of this Agreement.
- D. The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, Hospital shall have the right to investigate any incident or occurrence and School shall cooperate fully in this investigation.

VII. CONFIDENTIALITY:

- A. The School, its students, employees, agents and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics.
- B. All patient records shall remain the property of the Hospital. Retention and release shall be in accordance with applicable regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

VIII. NOTICES. All notices or other communications provided for in this Agreement shall be given to the parties addressed as follows:

If to Hospital:	As stated on Term Sheet
With a copy to:	Legal Department 4000 Meridian Blvd. Franklin, TN 37067 Attn: General Counsel
If to School:	As stated on Term Sheet

- IX. ASSIGNMENT OF CONTRACT AND BINDING EFFECT. A. Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid assignment, subcontract or transfer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- X. DISCRIMINATION. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, each party hereto will not discriminate on the basis of race, sex, religion, color,

national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

- XI. **INDEPENDENT CONTRACTOR STATUS.** Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- XII. **COUNTERPART SIGNATURE.** This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
- XIII. **WRITTEN AMENDMENTS.** This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by both parties.
- XIV. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State.
- XV. **HEADINGS NOT BINDING.** The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provisions of this Agreement.
- XVI. **NON-EXCLUSIVITY.** Each party shall have the right to enter into similar agreements with other parties.
- XVII. **SEVERABILITY.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part of parts found void or unenforceable.
- XVIII. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.
- XIX. **APPROVALS.** Neither this Agreement nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved electronically by a Division President of Community Health Systems Professional Services Corporation, the Hospital's Management Company.

ADDENDUM 1

Patient Care Duties To Be Provided By Students

[HOSPITAL TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Community College/Nursing Program

ACADEMIC LEVEL:

X Sophomore

EXPERIENCE LEVEL:

X Some Experience

Nursing Students are expected to perform the following:

1. Basic Nursing Skills including but not limited to:

Bathing/Bed making

Feeding or assisting with meals

Toileting

Assessing vital signs: T/P/R/BP

Transfer/ambulation/transportation

Monitoring of patient/client

2. Advanced Nursing Skills including but not limited to:

Assessment of body systems: i.e. lung sounds/bowel sounds

Documentation of findings and nursing provided

Sterile procedures including catheterization, dressing changes

Administration of medications: **LPN Students CANNOT do IVs (initiate, hang medicated solutions or IV pushes)

Assist with data for nursing care plan

Collection of various specimens

Interaction with physician/nursing staff

Other nursing skills deemed appropriate by instructor

Nursing students are expected to be able, under direct supervision of the instructor or a Registered Nurse, to perform all skills that will be required of them post graduation.

ADDENDUM 2

The Following Patient Care Duties Cannot Be Provided By Students

[HOSPITAL TO COMPLETE LIST OF DUTIES NOT TO BE PROVIDED AND ATTACH]

DOES NOT prepare or supervise students in doing the following:

1. Initiate intravenous therapy, addmedicated solutions to existing IVs, or give IV push meds. **for Practical Nursing Students only does not apply to RN students.
2. Accept, verify or transcribe physician's orders.

ADDENDUM 3

Other State Required Testing:

[HOSPITAL TO COMPLETE LIST OF STATE REQUIRED TESTING AND ATTACH]

N/A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the “Addendum”) is made as of the 1st day of May, 2009 (the “Effective Date”), by and between Business Associate and Covered Entity (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”) and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides clinical nursing students to or on behalf of Covered Entity;

WHEREAS, Hospital and Vendor entered into an Agreement dated May 1, 2009, (the “Agreement”);

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

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

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

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Business Associate. “Business Associate” shall mean Illinois Eastern Community College.
 2. Covered Entity. “Covered Entity” shall mean Crossroads Community Hospital.
 3. Designated Record Set. “Designated Record Set” shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
 4. HIPAA Rules. The Privacy Rule and the Security Rule are referred to collectively herein as “HIPAA Rules.”
 5. Individual. “Individual” shall mean the person who is the subject of the protected health information.
 6. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.
 7. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.

8. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Addendum, Covered Entity may disclose PHI to Business Associate for the purposes of providing clinical nursing students.

- C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:
 1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
 2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
 3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522;
 4. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate; and
 5. If Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

- D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the Privacy Rule applicable to business associates (as defined by the Privacy Rule), including:
 1. Use and Disclosure of PHI. Except as otherwise permitted by this Addendum or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide clinical nursing student services to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the Privacy Rule and this Addendum;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that:
 - (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and
 - (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Addendum or for a purpose not expressly permitted by the HIPAA Rules.
 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however,

only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy Rule.

3. De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).
4. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Addendum or as required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
5. Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Addendum. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Addendum.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.
 - (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual’s request to amend PHI only in

conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Addendum may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Addendum is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

12. Security Incident. Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware.

E. Term and Termination.

1. Term. This Addendum shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

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

F. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Addendum. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

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

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

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

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

Attn: CEO

If to Business Associate:
Illinois Eastern Community College
2 Frontier Drive
Fairfield, IL 62837

Attn: Janet Kinkade/Nursing Instructor

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

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

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

Agreed to:

BUSINESS ASSOCIATE

ILLINOIS EASTERN COMMUNITY
COLLEGES OCC ADN PROGRAM

By: _____
Name: Janet Kinkade
Department Head, Frontier Community College

By: _____
Name: Nancy Buttry
Associate Dean of Nursing and Allied Health

By: _____

Name: Jack Davis
President, Olney Central College

Title: Chairman, IECC Board of Trustees

COVERED ENTITY

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

COMPLIANCE ADDENDUM

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

Hospital

Contractor: ILLINOIS EASTERN COMMUNITY COLLEGES

Janet Kinkade

Nancy Buttry

Jack Davis

Chairman, IECC Board of Trustees

CEO

Date

Date: _____

Financial Arrangement Disclosure Attestation

Contractor:

Illinois Eastern Community Colleges (Contractor) does does not have any financial relationships (ownership and/or compensation) with physicians and/or their immediate family members. *NOTE: If the Contractor is a Physician or Physician-owned entity, please answer this question by saying the Contractor Does have a financial relationship with a Physician).*

If yes, please list and describe:

Contractor Signature

Date

Hospital CEO:

Contractor has indicated that it does not have any financial arrangements with physicians or family members of physicians.

Contractor has indicated that it does have financial arrangements between physicians or family members of physicians as indicated above.

Are these physicians "affiliated with or refer business to"² the Hospital?

Yes No

CEO Signature

Date

¹Family members of physicians include husband or wife; birth or adoptive parent; child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.]

²Includes the following: employed physicians, independent contractor physicians, and physicians who have privileges to provide services at your facility (as well as D.O.'s and dentists) in any of the foregoing categories.

Agenda Item #8G

Affiliation Agreement with Crawford Memorial Hospital

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: May 19, 2009

RE: Affiliation Agreement with Crawford Memorial Hospital
Medical Assistant Program

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

This affiliation agreement is for the Medical Assistant Program and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Crawford Memorial Hospital – Robinson, IL (hereinafter referred to as AGENCY). *[Insert: Agency, City, and State Above]*

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of LTC 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 that are appropriate educational experiences for observation and participation by the students of LTC'S Medical Assistant 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 Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Medical Assistant Faculty on behalf of LTC, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the medical assistant 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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to medical assistant students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

Students who have physical or emotional disabilities which may negate success in medical assistant practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in medical assistant practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

6. The faculty of LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. 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. Medical Assistant Faculty and medical assistant students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8H

Department of Corrections Contract Amendments

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: DOC Contract Amendments

The Department of Corrections has submitted for the Board's approval two sets of amendments to FY09.

The first amendment to the FY09 budget would:

- Lawrence Correctional Center will be decreased by \$73,724.81 because the Food Service Technology position has not been filled for the entire year and the Commercial Custodial position was vacant for six months.
- Robinson Correctional Center's budget is increased by \$3,300.00 based on increased Horticulture Program income.

The second amendment to the FY09 budget deals with the fact that the State of Illinois has reduced expenditures across the board by 2.5% that would include the Illinois Community College Board budget which reimburses the Department of Corrections for courses taught by IECC. The changes would:

- Robinson Correctional facility will be reduced by \$2,680.00.
- Lawrence Correctional Center will be reduced by \$2,007.00.

I ask the Board's approval of these two amendments to the Department of Corrections Budget.

TLB/rs

Agenda Item #8I

Spring 2009 Student Satisfaction Survey Results

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 19, 2009
RE: Spring 2009 Student Satisfaction Survey Results

Each Fall and Spring Semester, IECC conducts a survey of student satisfaction with college services and facilities. Four hundred students (100 at each college) are asked to complete a survey. The results of the Spring 2009 Student Satisfaction Survey follow.

Areas of high satisfaction (over 78%) recording satisfied to very satisfied include overall quality of instruction, appropriateness of class size, accessibility to computer labs, availability of advisors, and library services.

Several students registered a level of dissatisfaction with the availability of athletic facilities (15%) and availability of courses at the time you want to take them (10%). Overall dissatisfaction rates were lower than in the past.

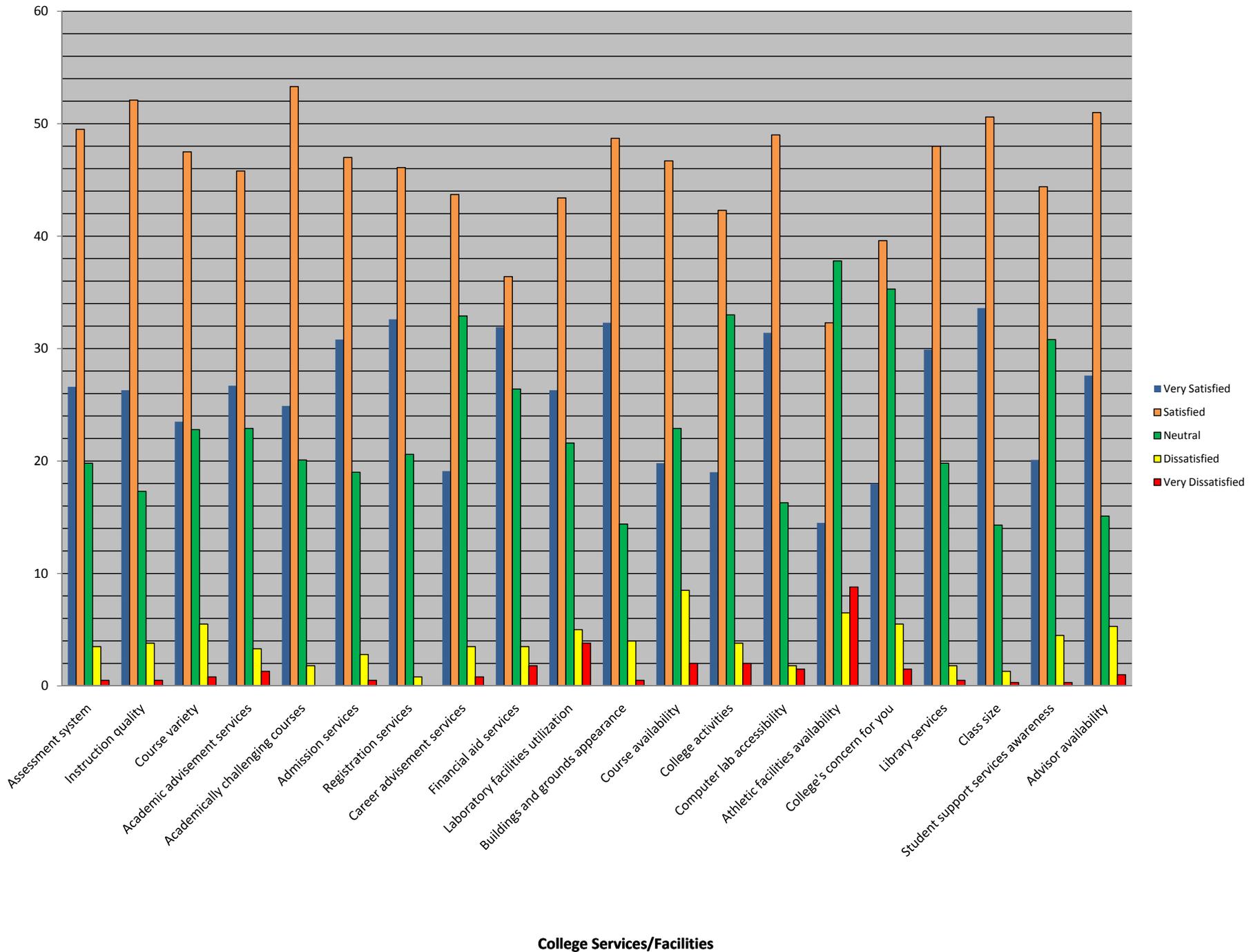
Overall the results show that 72% of the students surveyed were satisfied or very satisfied and 95% of the students showed no dissatisfaction.

I ask the Board to accept this Spring 2009 Student Satisfaction Survey.

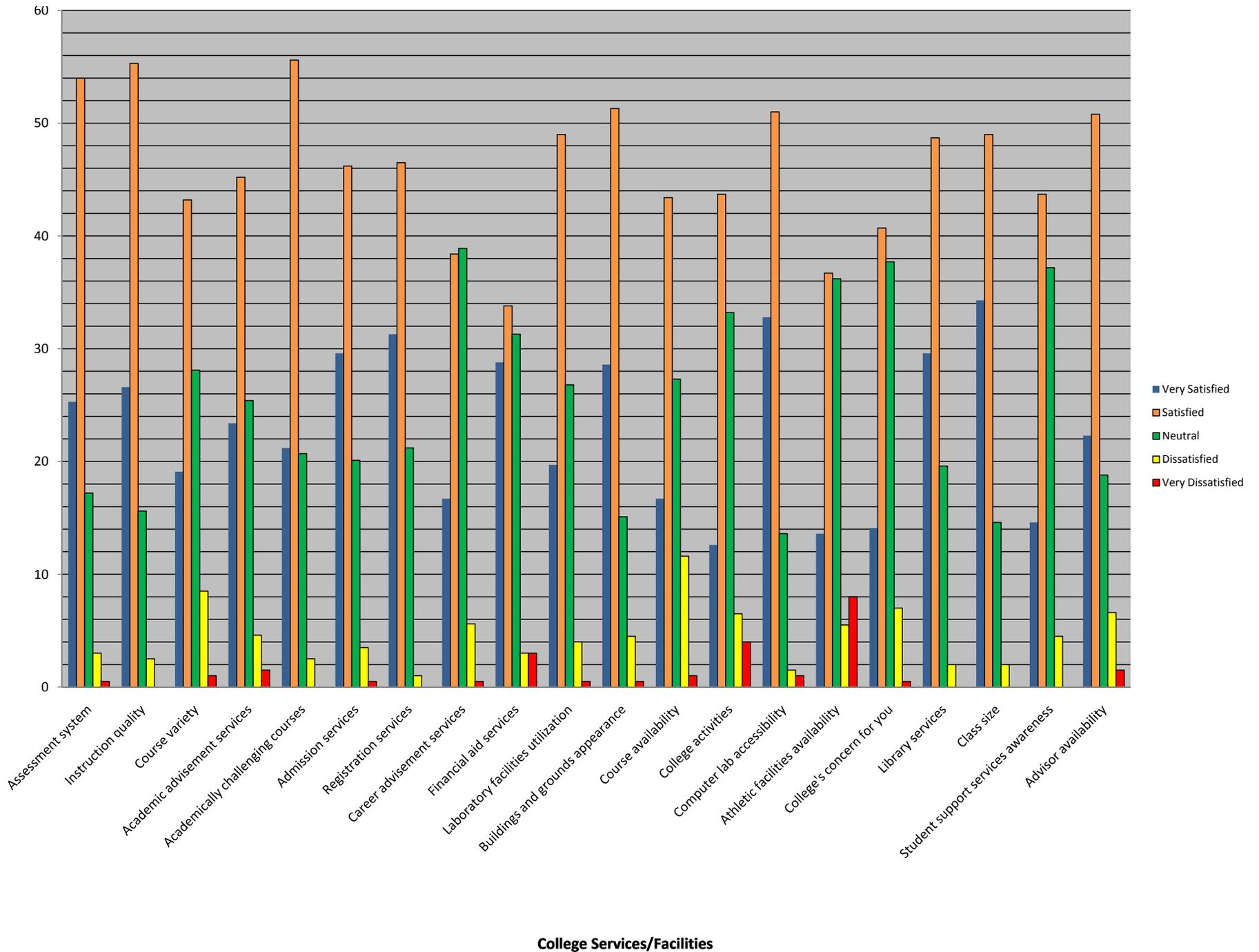
TLB/rs

Attachment

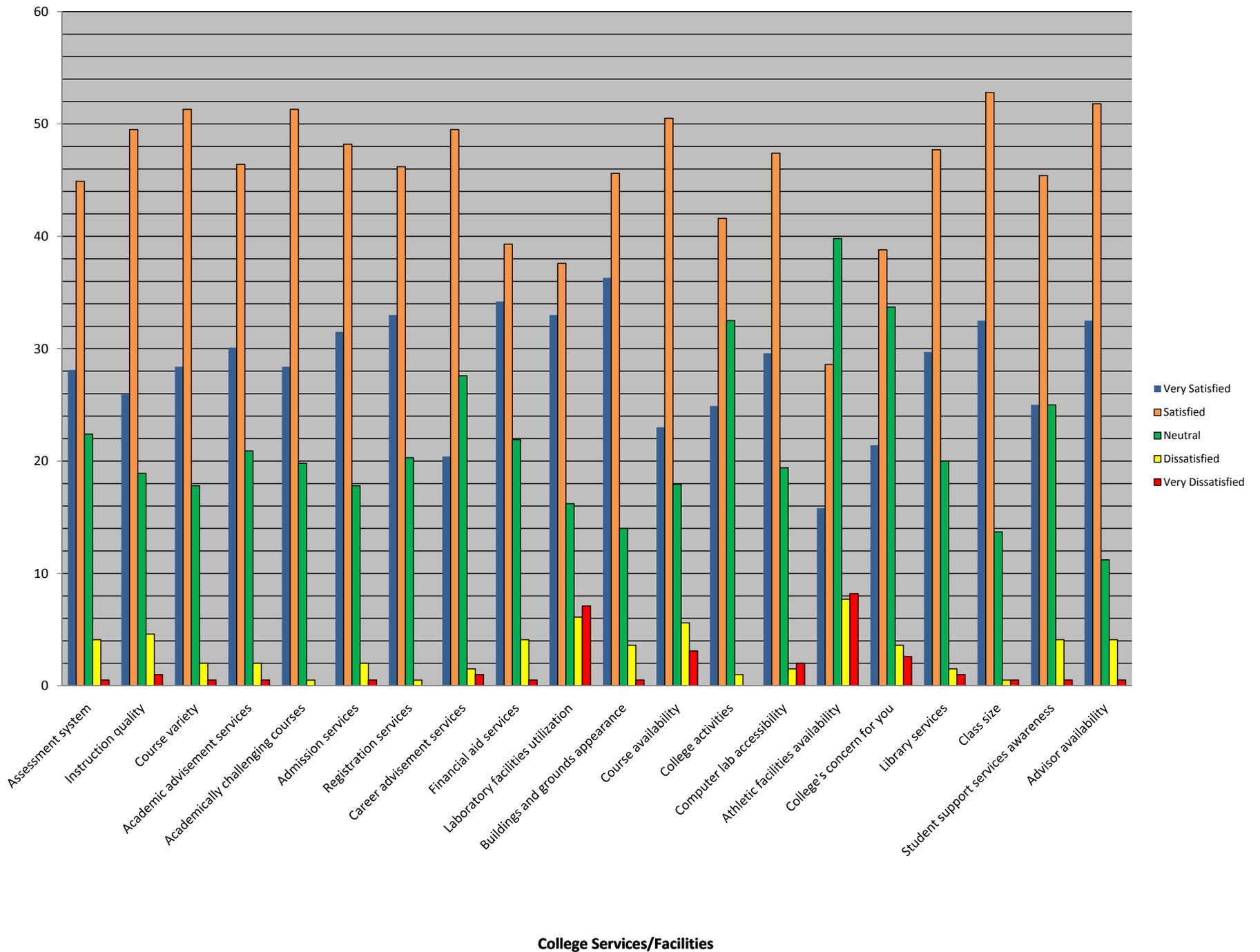
Student Satisfaction Survey - Spring 09
Illinois Eastern Community Colleges
Transfer and Technical Students



Student Satisfaction Survey - Spring 09
Illinois Eastern Community Colleges
Transfer Students



Student Satisfaction Survey - Spring 09
Illinois Eastern Community Colleges
Technical Students



Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

May 19, 2009

IECC

1. Digital Video Recorders
2. PHS Compliance Work and Road Work

Frontier Community College

1. Replacement of Asphalt Shingle Roofs

TO: Board of Trustees
FROM: Bid Committee
SUBJECT: Bid Recommendation – Digital Video Recorders
DATE: May 19, 2009

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

Bid Committee recommends acceptance of the low bid received that meets all specifications from

Digital Video Recorders			
Vendor	Bid	Installation & Training	Total Bid
Surveillance Video Co. New York, NY	\$7,677.00		
Zeller Digital Innovations Inc. Normal, IL	\$6,100.00	\$640.00	\$6,740.00

Zeller Digital Innovations Inc. in Normal, IL for a total bid of \$6,740.00.

Respectfully submitted,

Terry Bruce
Alex Cline
Harry Hillis, Jr.

Source of Funds: Technology Plan Discretionary

Department: Information Technology

Rationale for Purchase: Current VCRs and multiplexers are outdated and need to be replaced with digital video recorders.

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

**DIGITAL VIDEO RECORDER MINIMUM SPECIFICATIONS:
16 Channel Triplex Digital Video Recorder Family with network/DDNS Video Server**

	MODEL NAME	DVR16TS750	
Video	Operation System	Embedded (Linux)	
	Video Standard	NTSC/PAL switch	
	Video Operation	Triplex+(Live, Record, Playback , Remote, and Internet access)	
	Resolution – Live Video	NTSC: 720 x 480 pixels	
	Input	BNC x 16, 1.0Vp-p/75 ohm	
	Outputs	Main Monitor	BNC x 1, S-Video x 1, 1.0Vp-p/75 ohm
		Call Monitor	BNC x 1, 1.0Vp-p/75 ohm
		Loop	BNC x 16, 1.0Vp-p/75
	VGA Output	800 x 600, 1024 x 768, 1280 x 1024 pixels @ 60Hz	
	Live Picture Refresh Rate	NTSC: 480 PPS(16CH)	
	Digital Zoom	2 x 2	
	Camera Installation	Plug & Play	
	Audio	Input	RCA x 1, Line-In
		Output	RCA x 1, Line-Out
Recording Mode		Always Real Time Record, Synchronized w/ Video	
Compression Method		ADPCM, G.726	
File Size		8KB/Sec	
Operation		Remote + VCR mode	
Playback		Only for Video Original Speed	
Recording		Compression Method	MPEG-4 Advanced Simple Profile or MJPEG
		Recording Mode	Continuous, Schedule, Alarm, Motion Detection
		Pre-Alarm	0-30 sec
	Resolution & Rate	NTSC	720x480: 60 pps 720x240: 120 pps 360x240: 240 pps
		PAL	720x576: 50 pps 720x288: 100 pps 360x288: 200 pps
		Recording Quality	8 levels presets, adjustable
	Image Size	2K to 20K Byte/picture	
Storage Mode	Linear/Circular		
Playback	Playback	Play, Stop, Pause, Rewind, Forward, Search	
	Playback Speed Adjustment	Yes 1X, 2X...32X	
	Retrieve	Date/Time, Event	
	Data Life Time	Yes (Programmable)	
Storage	Built-in Storage	X2 ATA 133 / UDMA 133 IDE, HDD/CD-RW/DVD+RW	
	Built-in HDD	1.5 TB	
	External Storage	NAS 1GB Ethernet Port	
	Export	X4 USB2.0 ports, support ThumbDrive®, CD-RW, or DVD+RW	
Alarm	Alarm Input	X16, Terminal Block	
	Alarm Detection	N.C./N.O., Programmable	
	Auditory Alert	Built-in Buzzer	
	Motion Detection	21 X 13(NTSC), 21 X 16(PAL) Grid Array, Sensitivity, Trig level Adjustable	
Communication	Video Loss Detection	Programmable	
	Alarm Relay Output	X2, Terminal Block, 1.0A/24V (Programmable)	
	Network Connectivity	Ethernet RJ-45 connector, 10/100Mbps, supports DHCP/PPPoE/DDNS	
	Remote Control Software	Internet Explorer, Free CMS Software	
	Access Control	2 Level Password	
	Remote Operation	Monitoring, Playback, Recording, System Setup, Dome Camera Control	
	RS232C	D-sub 9 pin female	

DIGITAL VIDEO RECORDER MINIMUM SPECIFICATIONS - CONTINUED:

Warranty and Support:

Vendor is to be IECC support contact on all warranty issues. Vendor shall have the sole responsibility to contact any and all manufacturers with warranty issues during warranty period. Warranty issues are to be resolved within two weeks or unit(s) will be subject to return for credit or replacement with unit(s) of same or better value. Shipping, delivery, handling, and any restocking fees charges on units(s) returned for credit or replacement shall be the responsibility of the vendor. Vendor shall determine method of shipment. Warranty shall include 30 day unconditional return privilege, 3 Years parts/labor, 90 day lamp warranty and emergency overnight exchange while under warranty.

Failure to give detailed explanation/documentation of proposed equipment being supplied will be possible cause for rejection of bid. Complete documentation for all hardware and software must be provided. Failure to provide shall constitute reason for unconditional return of the system /systems with no restocking charge.

Any exception to warranty & support requirements or failure to provide shall constitute reason for unconditional return of the system/systems with no restocking charge. Any exception to warranty & support requirements or failure to comply will be considered non-responsive.

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

Total Bid for 3 Units: \$ _____

Installation and Training

Labor to install and provide customer training at one location: \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX NO. _____

DATE _____

NOTE: PLEASE SUBMIT BID IN DUPLICATE

TO: Board of Trustees
FROM: Bid Committee
SUBJECT: Bid Recommendation – PHS Compliance Work and Road Work
DATE: May 19, 2009

Based upon the bid tabulation attached and also the recommendation from Image Architects the Bid Committee recommends acceptance of the low bids received as follows:

Division I – General Work	Illini Builders Co. of Olney Olney, IL	Base Bid	\$101,285.00
		Alt. Bid G-1	86,756.00
		Alt. Bid G-3	10,189.00
		Alt/ Bid G-4	<u>19,783.00</u>
		Total General Work Contract	\$218,013.00
Division II – Electrical Work	Illini Builders Co. of Olney Olney, IL	Based Bid	\$274,364.00

Respectfully Submitted,

Roger Browning
Terry L. Bruce
Harry Hillis, Jr.

Source of Funds: Phase 9 PHS Carryover Funds and Operations and Maintenance Funds

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

PHS Compliance Work and Road Work

DESCRIPTION OF WORK

General Work:

Floor coating work: LTC Gymnasium locker rooms and Natatorium toilets, WVC Natatorium floor and Gymnasium locker rooms (WVC work by alternate bid).

Ceiling replacement: LTC Gymnasium locker rooms.

Toilet partition replacement: LTC Gymnasium locker rooms, WVC Natatorium locker rooms and WVC Applied Arts toilets (WVC work by alternate bid).

Automatic door opener replacement: FCC campus (excluding electrical work).

Drainage and storm water improvements: WVC Natatorium and Agriculture Building.

Road stabilization and repair: WVC (by alternate bid).

Parking sealing and striping: WVC Main Hall parking lot (by alternate bid).

Shower tower replacement: LTC Gymnasium locker rooms.

Electrical Work:

Theater lighting replacement: LTC Theater.

General lighting replacement: LTC McCoy Building, OCC Welding Shop, OCC Auto Body Technology, and OCC Industrial Technology.

Electrical service replacement: LTC McCoy Building.

Parking lot lighting: FCC Learning Resource Center parking lot.

Kitchen hood fire suppression system upgrade: LTC and OCC.

Automatic door opener replacement: FCC campus (all work shown on E sheets).



1118 West Main Street P.O. Box 850 Carbondale, Illinois 62901
 17C South Spanish Street Cape Girardeau, Missouri 63701

618.467.2128 618.549.5726 fax
 618.334.6666

May 14, 2009

Mr. Roger Browning
 Illinois Eastern Community Colleges
 233 East Chestnut
 Olney, Illinois 62450

Re: PHS Compliance Work – Phase 9 Carryover
 Toilet & Locker Room Upgrades – LTC, WVC
 Fire Suppression Upgrades – LTC, OCC
 Electrical & Lighting Upgrades – LTC, OCC, FCC
 Illinois Eastern Community Colleges
 Olney, Illinois

Dear Mr. Browning:

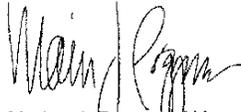
We have reviewed the bids submitted for the work on the referenced project. We find no reason to prevent award of the Base Bid work and alternates to the lowest responsible and responsive bidders as follows:

General Work	Illini Builders Co. of Olney Olney, IL	Base Bid	\$101,285.00
		Alt. Bid G-1	\$ 86,756.00
		Alt. Bid G-3	\$ 10,189.00
		Alt. Bid G-4	<u>\$ 19,783.00</u>
Total General Work Contract			\$218,013.00
Electrical Work	Illini Builders Co. of Olney Olney, IL	Base Bid	\$274,364.00

If you have any questions, please feel free to contact our office.

Sincerely,

IMAGE ARCHITECTS INC.



Marion J. Poggas, AIA
 Senior Architect

MJP/lh

IMAGE ARCHITECTS INC.

**PHS COMPLIANCE WORK – PHASE 9 CARRYOVER
TOILET & LOCKER ROOM UPGRADES – LTC, WVC
FIRE SUPPRESSION UPGRADES – LTC, OCC
ELECTRICAL & LIGHTING UPGRADES – LTC, OCC, FCC
ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY, ILLINOIS – IA PROJECT NO. 09001A**

Bid Tabulation

**Wednesday, May 13, 2009 at 2:00 p.m.
I.E.C.C. District Office**

DIVISION I – GENERAL WORK

BIDDER	BID SECURITY	ADDENDA NOS. 1 & 2	BASE BID	ALT. BID NO. G-1 (Road & drive work at WVC) ADD	ALT. BID NO. G-2 (Floor coating at WVC) ADD	ALT. BID NO. G-3 (Toilet partition replacement at WVC) ADD	ALT. BID NO. G-4 (Parking lot sealcoating at WVC) ADD
Illini Builders Co. of Olney, IL	5% Bid Bond	✓	\$101,285.00	+\$86,756.00	+\$57,604.00	\$10,189.00	+\$19,783.00
Kieffer Bros. Const. Co. Mt. Carmel, IL	5% Bid Bond	✓	\$162,000.00	+\$48,000.00	+\$104,000.00	+\$12,000.00	+\$16,000.00
CDI, Inc. Terre Haute, IN	5% Bid Bond	✓	\$168,500.00	+\$49,300.00	+\$45,900.00	+\$10,500.00	+\$18,300.00
Grunloh Construction, Inc. Effingham, IL	NO BID						
Johannes Construction Centralia, IL	NO BID						

**PHS COMPLIANCE WORK – PHASE 9 CARRYOVER
 TOILET & LOCKER ROOM UPGRADES – LTC, WVC
 FIRE SUPPRESSION UPGRADES – LTC, OCC
 ELECTRICAL & LIGHTING UPGRADES – LTC, OCC, FCC
 ILLINOIS EASTERN COMMUNITY COLLEGES
 OLNEY, ILLINOIS – IA PROJECT NO. 09001A**

DIVISION II– ELECTRICAL WORK

BIDDER	BID SECURITY	ADDENDA NOS. 1 & 2	BASE BID
Sandschafer Electric, Inc. Teutopolis, IL	5% Bid Bond	✓	\$318,978.00
Clinton Electric, Inc. Ina, IL	NO BID		
Illini Builders Co. of Olney Olney, IL	5% Bid Bond	✓	\$274,364.00
Skill Electric LLC Vincennes, IN	NO BID		

TO: Board of Trustees
FROM: Bid Committee
SUBJECT: Bid Recommendation – Replacement of Asphalt Shingle Roofs
DATE: May 19, 2009

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

Bid Committee recommends acceptance of the low bid received that meets all specifications from **Geissler Roofing Co., Inc. in Belleville, IL** for a total bid of **\$15,775.00**.

Replacement of Asphalt Shingle Roofs	
	Total Bid
Geissler Roofing Co., Inc. Belleville, IL	\$15,775.00
Illini Builders of Olney Olney, IL	\$47,948.00
Isaac's Roofing Mill Shoals, IL	\$21,500.00

Respectfully submitted,

Terry Bruce
Galen Dunn
Harry Hillis, Jr.
Tim Taylor

Source of Funds: Insurance Proceeds and Operations & Maintenance Fund

Rationale for Purchase: To repair wind damage from 2/11/09 loss.

The "Advertisement for Bids" was placed in the Olney Daily Mail, Daily Republican Register and Wayne County Press for one (1) day.

Bid Specifications for Roofing Project

1. Legally dispose of all Debris offsite and responsible for Jobsite Cleanup.
2. Must be bonded.
3. Must be a state licensed roofer.
4. Must provide lien waivers.
5. Gutters on buildings will be reused.
6. All work to be figured based upon the prevailing wage rate for Wayne County.

General Information: The approximate sizes of the buildings are listed for convenience only. All bidders should measure dimensions themselves for the work they are bidding.

1. Classroom West Building - 5500 square feet
2. University of Illinois Cooperative Extension Building - 2800 square feet
3. Support Services/Tech Building - 2300 square feet

BASE BID:

We request a bid to remove and replace shingles on the south side of the roof on the Classroom West Building, the west side of the roof on the University of Illinois Cooperative Extension Building, and the south side of the roof on the Support Services/Tech Building.

The above 3 roof replacements should be submitted as one bid.

QUALITY ASSURANCE

- A. Fire Performance Characteristics: Provide products that are identical to those tested for the specified fire performance characteristics by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing and inspecting organization.
 1. Fire Resistance Ratings: As indicated by reference to design designations in UL "Fire Resistance Directory."

DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's unopened bundles or containers with labels intact.
- B. Handle and store materials at Project site to prevent water damage, staining, or other physical damage. Store roll goods on end. Comply with manufacturer's recommendations for job site storage, handling, and protection.

PROJECT CONDITIONS

- A. Weather Conditions: Proceed with Work only when existing and forecasted weather conditions will permit Work to be installed in compliance with manufacturer's recommendations and when substrate is completely dry.

WARRANTY

- A. A full five (5) year warranty on workmanship and a twenty-five (25) year manufacturer's warranty on the shingles.

MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide asphalt shingles by one of the following: (Three Dimensional Fiberglass, Laminated – Random Cut Strip Shingles)

<u>Manufacturer</u>	<u>Style</u>
1. Atlas Roofing Corp.	Stratford
2. CertainTeed Corporation.	Landmark 25
3. GAF	Timberline 25
4. Owens Corning	Oakridge 25
5. Tamko Asphalt Products, Inc.	Heritage 25

ASPHALT SHINGLES

- A. Three Dimensional Fiberglass, Laminated Strip Shingles: Mineral-surfaced, self-sealing, laminated, multi-ply overlay construction, fiberglass-based, strip shingles, complying with both ASTM D 3018, Type I, and ASTM D 3462. Provide shingles with a Class A fire-test-response classification that pass the wind-resistance-test requirements of ASTM D 3161.
 - 1. Provide color selections from manufacturer's full range of standard colors.

ACCESSORIES

- A. Felt Underlayment: No. 30; unperforated organic felt complying with ASTM D 226, Type II; 36 inches wide.
- B. Ice and Water Dam Sheet:
 - 1. Flexible, self-adhering modified bitumen sheet.
 - a. Certain Teed Corp., "Winter/Gard".
 - b. W.R. Grace Co., "Ice and Water Shield".
 - c. Owens/Corning Corp., "Weatherlock".
 - d. Protecto Wrap Co., "Jiffy Seal Ice & Water Guard".

- e. Tamko Asphalt Products Co., "Moisture Guard".
 - f. J & P Petroleum Products Co., "Aquasel".
- C. Asphalt Plastic Cement: Nonasbestos fibrated asphalt cement complying with ASTM D 4586, designed for trowel application.
- D. Nails: Aluminum or hot-dip galvanized steel, 11- or 12-gage, sharp-pointed, conventional roofing nails with barbed shanks, minimum 3/8-inch-diameter head, and of sufficient length to penetrate 3/4 inch into solid decking or to penetrate through plywood sheathing. Material of nails in contact with flashing shall match materials selected for flashing to prevent galvanic action.
- E. Metal Flashing, Drip Edge: Minimum 0.024-inch aluminum brake-formed to provide 3-inch roof deck flange and 1 1/2" fascia flange with 3/8" drip edge at lower edge. Furnish in ten foot lengths. Color to be selected by Architect.
- F. Roof Venting:
- 2. Shingle Over Ridge Vent: High density, polypropylene, color to be selected, minimum free area 18 square inches per lineal foot. Profile matching end caps and connectors.
 - a. Cora-Vent Inc.: V-600.
 - b. The SoLar Group: Model NPRV-4
 - c. Air Vent, Inc., Shingle Vent II

PREPARATION

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

INSTALLATION

- A. Comply with manufacturer's installation instructions and recommendations, but not less than recommended by "The NRCA Steep Roofing Manual."
- B. Unroll the ice and water dam modified bitumen sheet and cut into two nearly equal length pieces. Allow these cut pieces to relax for at least 10 minutes, and then align the sheet with the drip edge. Reroll approximately 3 feet so that the release paper may be peeled. Install the sticky side to the deck, and continue to peel the release paper while applying the balance of the piece to the deck. Overlap vertical joints at least 4 inches. Nail, if required by the manufacturer, 24 inches o.c., 1 inch in from each edge.

Install 1 course, 36 inches. Install at eaves, valleys, rakes, hip and other locations recommended by the manufacturers.

- C. Felt Underlayment: Apply one layer of felt underlayment horizontally over entire surface to receive asphalt shingles, lapping succeeding courses a minimum of 2 inches, end laps a minimum of 4 inches, and hips and valleys a minimum of 6 inches. Fasten felt with sufficient number of roofing nails or noncorrosive staples to hold underlayment in place until asphalt shingle application.
 - 1. Provide additional layer of felt underlayment at eave.
- D. Install the drip edge metal and fascia at the eaves and rakes after installation of the felt.
- E. Install the drip edge metal on the rakes, overlapping joints 1 inch with the water flow.
- F. Use shingles with the tabs cut off for starter strips. DO NOT invert these strips to avoid mispositioning the self-sealant asphalt strips.
- G. Install shingles with a 1/2 inch overhang at both the eaves and the rakes. Start the first course by cutting 6 inches from the left side and placing the 30 inch portion at the far left side of the roof area. Start the second course by cutting 12 inches from the left side of a shingle, and installing the remaining 24-inch portion at the far-left side of the roof area. Start succeeding courses with shingles cut 6 inches progressively narrower from the left side. STACK BONDING IS NOT PERMITTED.
- H. Use 4 nails per shingle, placed 5/8 inch above the top of each cutout, and 1 inch in from each side. Exposed nails are NOT acceptable. Replace all shingles with exposed nails. Drive nails flush, but do not crush the shingle. STAPLES ARE NOT PERMITTED.
- I. Install metal flashing as indicated and in accordance with details and recommendations of the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual".

ADJUST AND CLEAN

- A. Thoroughly inspect all completed work. Replace all shingles or other work that is damaged, and correct all other defects.

TOTAL BASE BID \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX NO. _____

DATE _____

NOTE: PLEASE SUBMIT BID IN DUPLICATE

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
April 30, 2009**

FUND		BALANCE
Educational	\$	2,241,616.71
Operations & Maintenance	\$	280,698.24
Operations & Maintenance (Restricted)	\$	548,939.77
Bond & Interest	\$	247,769.90
Auxiliary	\$	1,047,451.84
Restricted Purposes	\$	(73,811.94)
Working Cash	\$	123,728.48
Trust & Agency	\$	394,434.65
Audit	\$	(243.15)
Liability, Protection & Settlement	\$	347,230.46
TOTAL ALL FUNDS	\$	5,157,814.96

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
April 30, 2009

ALL FUNDS

	Fiscal Year 2009
ASSETS:	
CASH	5,157,815
IMPREST FUND	21,500
CHECK CLEARING	12,000
INVESTMENTS	10,290,000
RECEIVABLES	2,878,317
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	512,740
OTHER ASSETS	456,014
TOTAL ASSETS AND OTHER DEBITS:	19,328,386
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	-
ACCOUNTS PAYABLE	216,323
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	2,357,484
OTHER LIABILITIES	1,187,857
TOTAL LIABILITIES:	3,761,664
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,567,241
PR YR BDGTD CHANGE TO FUND BALANCE	446,118
 FUND BALANCES:	
FUND BALANCE	9,566,849
RESERVE FOR ENCUMBRANCES	2,986,514
TOTAL EQUITY AND OTHER CREDITS	15,566,722
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 19,328,386

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 As Of April 30, 2009

ALL FUNDS

FY 2009
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,687,800
STATE GOVT SOURCES	7,903,203
STUDENT TUITION & FEES	12,379,099
SALES & SERVICE FEES	2,715,513
FACILITIES REVENUE	5,155
INVESTMENT REVENUE	321,636
OTHER REVENUES	117,950
TOTAL REVENUES:	28,130,356

EXPENDITURES:

INSTRUCTION	10,004,469
ACADEMIC SUPPORT	442,775
STUDENT SERVICES	1,050,185
PUBLIC SERV/CONT ED	53,891
OPER & MAINT PLANT	2,920,288
INSTITUTIONAL SUPPORT	7,317,972
SCH/STUDENT GRNT/WAIVERS	6,595,964
AUXILIARY SERVICES	3,645,791
TOTAL EXPENDITURES:	32,031,335

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	-3,900,979
-------------------------------------	------------

**OPERATING FUNDS
COMPARISON REPORT FY07-09**

College	Category	FISCAL YEAR 2007			FISCAL YEAR 2008			FISCAL YEAR 2009			
		Annual Budget	Spent Thru April	% of Bdgt	Annual Budget	Spent Thru April	% of Bdgt	Annual Budget	Spent Thru April	% of Bdgt	% of Year
Frontier	Bills		\$1,712,585			\$1,801,804			\$2,100,310		
	Payroll		1,685,366			1,647,804			1,644,635		
	Totals	\$3,893,618	3,397,951	87%	\$4,100,970	3,449,608	84%	\$4,457,801	3,744,945	84%	83%
Lincoln Trail	Bills		1,145,823			1,260,250			1,700,215		
	Payroll		1,994,658			2,050,624			2,121,260		
	Totals	3,634,800	3,140,481	86%	3,828,754	3,310,874	86%	4,499,878	3,821,475	85%	83%
Olney Central	Bills		1,650,062			1,707,546			2,234,568		
	Payroll		3,709,678			3,629,256			3,865,203		
	Totals	6,096,750	5,359,740	88%	6,264,932	5,336,802	85%	7,117,178	6,099,771	86%	83%
Wabash Valley	Bills		1,704,569			1,919,374			2,650,456		
	Payroll		2,509,154			2,526,799			2,852,392		
	Totals	4,710,562	4,213,723	89%	5,091,847	4,446,173	87%	6,251,391	5,502,848	88%	83%
Workforce Educ.	Bills		1,697,201			1,668,033			1,976,836		
	Payroll		939,571			957,811			1,044,104		
	Totals	3,148,437	2,636,772	84%	3,203,126	2,625,844	82%	3,557,648	3,020,940	85%	83%
District Office	Bills		198,500			211,107			217,656		
	Payroll		711,086			734,832			752,883		
	Totals	1,240,904	909,586	73%	1,295,077	945,939	73%	1,322,403	970,539	73%	83%
District Wide	Bills		1,464,982			1,600,824			1,429,088		
	Payroll		627,423			688,542			730,043		
	Totals	3,635,437	2,092,405	58%	4,822,961	2,289,366	47%	4,676,601	2,159,131	46%	83%
GRAND TOTALS		\$26,360,508	\$21,750,658	83%	\$28,607,667	\$22,404,606	78%	\$31,882,900	\$25,319,649	79%	83%

Excludes DOC

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
April 30, 2009

	Amount	% of Total
Salaries	13,010,520	51.39%
Employee Benefits	1,473,214	5.82%
Contractual Services	559,169	2.21%
Materials	1,300,394	5.14%
Travel & Staff Development	192,513	0.76%
Fixed Charges	304,893	1.20%
Utilities	1,099,169	4.34%
Capital Outlay	674,188	2.66%
Other	6,705,589	26.48%
	<u>25,319,649</u>	<u>100.00%</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive's Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: May 14, 2009

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for item 400.1., 400.2., and 400.4. will be mailed under separate cover.

INDEX

400.1. Employment of Personnel

400.2. FMLA Leave Request (External Report)

400.3. Leave of Absence Approved by CEO since March 17, 2009

400.4. Resignation

PERSONNEL REPORT

400.1. Employment of Personnel

A. Administrative

1. Gerry Schlechte, Transition Coordinator, DO, effective May 11, 2009, contingent upon continued grant funding.

B. Professional/Non-Faculty

1. Kevin Pierce, Project Manager Health Care Grant, DO, effective June 9, 2009, contingent upon continued grant funding.
2. Laurel Taylor, Coordinator, Business Services, WED, effective June 1, 2009

C. Faculty

1. Vicky Lemons, LPN Nursing Instructor, effective August 13, 2009
2. Mary McGlasson, English Instructor, effective August 13, 2009

400.2. FMLA Leave Request (External Report)

400.3. Leave of Absence Approved by CEO since March 17, 2009

A. None

400.4. Resignation

A. Faculty

1. Rickie Waldeck, Workforce Education Instructor, effective April 25, 2009

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Acquisition and Disposition of Property

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

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

	Estimated Budget										
Districtwide Plumbing & Electrical Survey **	\$38,500										
Storm Water Remediation **	\$121,000										
Toilet & Locker-room Upgrades	\$130,100										
ADA Hardware Replacement/Supplement	\$53,300										
Fire Suppression System Upgrades	\$72,600										
Electrical & Lighting Upgrades	\$378,600										
GRAND TOTAL	\$794,100	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted	

4/30/2009

** These two projects are original Phase 9 projects that have not been completed yet, but will be completed in conjunction with the Phase 9 Carryover projects

