

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**November 15, 2011**



**Location:**

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

**Dinner – 6:00 p.m. – Workforce Development Center  
Meeting – 7:00 p.m. – Workforce Development Center**

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

**Illinois Eastern Community Colleges  
Board Agenda**

**November 15, 2011  
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  
Recognition of FCC Workforce Development Center
  - 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. Minimum Faculty Requirements 400.8
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Emergency Expenditure – WVC Pool Boiler ..... Bruce
  - B. Tuition Required for Equalization Funding ..... Bruce
  - C. Tuition Rate Changes ..... Bruce
  - D. Joint Agreement with Lewis and Clark College ..... Cantwell
  - E. Employee Satisfaction Survey Results ..... Schwartz
  - F. Affiliation Agreement with Salem Township Hospital – Phlebotomy ..... Bruce
  - G. Affiliation Agreement with Robinson Dialysis – ADN ..... Bruce
  - H. Affiliation Agreement with Cotillion Ridge Nursing Center – CNA ..... Bruce
9. Bid Committee Report ..... Bruce
  - A. Lincoln Trail College, Olney Central College & the District Office
    1. Lighting Upgrades

- 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
  - A. Approval of Reopener
- 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 Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, October 18, 2011

**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, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson “Jr.,” Marilyn J. Wolfe. Also present was Miranda Steinman, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
Matt Fowler, President of Wabash Valley College.  
Mitch Hannahs, President of Lincoln Trail College.  
Rodney Ranes, President of Olney Central College.  
Timothy Taylor, President of Frontier Community College.  
Roger Browning, Chief Finance Officer/Treasurer.  
Tara Buerster, Director of Human Resources.  
Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.  
Alex Cline, Director of Information & Communications Technology.  
Renee Smith, Executive Assistant to CEO.  
Michael Thomas, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office  
FCC – Frontier Community College  
HLC – Higher Learning Commission  
HRSA – Health Resources & Services Administration  
ICAHN – Illinois Critical Access Hospital Network  
ICCB – Illinois Community College Board  
ICCTA – Illinois Community College Trustees Association  
IECC – Illinois Eastern Community Colleges  
IECEA – Illinois Eastern Colleges Education Association  
LTC – Lincoln Trail College  
LWIB – Local Workforce Investment Board  
OCC – Olney Central College  
PHS – Protection, Health & Safety  
SAN – Student Advantage Network  
SURS – State Universities Retirement System

WED – Workforce Education  
WVC – Wabash Valley College

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, September 20, 2011 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 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.

**AGENDA #3 – “Public Hearing on 2011 Tax Levy”** –

**1. Public Hearing:** The Chairman announced that the next agenda item for the Board of Trustees is a public hearing to receive comments on the 2011 Tax Levy.

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

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

**4. Motion to Convene Tax Levy Hearing:** Trustee Brenda Culver made the following motion: “I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White now convene a Tax Levy Hearing on this 18<sup>th</sup> day of October, 2011. The purpose of the Tax Levy Hearing is to receive public comments on the 2011 Tax Levy.” Student Trustee Miranda Steinman seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**5. Public Hearing:** The Chairman declared that the Board is now in a hearing on the 2011 Tax Levy. The Secretary was directed to call the roll for attendance. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe, and Miranda Steinman, student trustee.

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

**7. Public Oral Testimony:** The Chairman asked if any members of the public wished to provide oral testimony on the 2011 Tax Levy. There was none.

**8. Public Written Testimony:** The Chairman asked if any members of the public wished to provide written testimony concerning the 2011 Tax Levy. There was none.

**9. Public Hearing Adjourned:** The Chairman announced that all persons wishing to be heard have been given an opportunity to provide oral or written testimony with respect to the 2011 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing.

Trustee Michael Correll made a motion to conclude and adjourn the hearing. Trustee Marilyn Wolfe seconded the motion. The Chair directed the Secretary to call the roll. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe, and Miranda Steinman, student trustee. The Chair declared the motion carried, and the Tax Levy hearing was adjourned. The Chair stated that the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

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

**#4-A. Visitors & Guests:** Visitors & guests present were recognized, including several college staff members. Terri Harris and several students in the International Program were present to thank the Board of Trustees for offering the program. Ms. Harris noted the impact the program has on IECC communities and reported that there are now 85 students in the program, representing 25 countries.

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

**AGENDA #5 – “Public Comment” –** None.

**AGENDA #6 – “Reports” –**

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

**#6-B. Report from Presidents:** Electronic reports were presented from each of the colleges. President Timothy Taylor called attention to the 35<sup>th</sup> anniversary of the founding of Frontier Community College.

**#6-C. Report from Cabinet:** None.

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

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

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

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

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

The Board determined the aggregate amount of taxes estimated to be levied for the year 2011 is \$4,020,000 and that the aggregate amount of taxes estimated to be levied for the year 2011 did exceed 105% of the taxes extended by the district in the year 2010. Public notice was placed in the following newspapers of general circulation in the District: Albion Journal Register, Edwards County; Bridgeport

Leader, Lawrence County; Carmi Times, White County; Clay County Republican, Clay County; Daily Republican Register, Wabash County; Lincoln Trail Publishing, Clark County; McLeansboro Times Leader, Hamilton County; Newton Press-Mentor, Jasper County; Olney Daily Mail, Richland County; Robinson Daily News, Crawford County; Toledo Democrat, Cumberland County; Wayne County Press, Wayne County.

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

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

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

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

**#9-B. GASB Designation of Tax Levy Year:** The CFO reported that, under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that their tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap IECC’s school year and fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2011 will be collected late in calendar year 2012, and that income from the collection of such funds will be allocated 100% to Fiscal Year 2013 (July 1, 2012 – June 30, 2013).

The CEO recommended adoption of the following resolution.

### **Resolution Setting Forth Tax Levies for 2011**

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2011 concerning tax levies and extensions

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

That the sum of Two Million Three Hundred Sixty Two Thousand Five Hundred Dollars (\$2,362,500) be levied as a tax for Educational purposes; and the sum of One Million Twelve

Thousand Five Hundred Dollars (\$1,012,500) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Forty Five Thousand Dollars (\$245,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Forty Five Thousand Dollars (\$45,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2011 to be collected in the year 2012; and that the income from the levy for the year 2012 be allocated 100% for Fiscal Year 2013.

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

**#9-C. Certification of Tax Levy for FY2013:** It is necessary to certify IECC's tax levies for FY2013, beginning July 1, 2012 and ending June 30, 2013. A comparison of this information and that of prior years was presented. In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, worker's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for FY2013 is estimated at 46.11 cents per \$100 in equalized assessed valuation.

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

Educational Purposes \$2,362,500; Operations & Maintenance Purposes \$1,012,500; Local Government & Governmental Employees Tort Immunity Act purposes \$45,000; Social Security & Medicare Insurance purposes \$245,000; Financial Audit purposes \$80,000; Worker's Compensation & Unemployment purposes \$275,000. Number of bond issues of the community college district which have not been paid in full: 1.

The Certificate of Tax Levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December 2011.

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

**#9-D. Employee Health and Dental Insurance:** Blue Cross Blue Shield (BCBS) has proposed an overall 7% rate increase for the District's employee health and dental insurance coverage. The new rate will cover the period January 1, 2012 to December 31, 2012. The recent history of the District's health and dental insurance coverage and rate increases follow.

September 1, 2009 – August 30, 2010	15% Increase
September 1, 2010 – December 31, 2010	10% Increase
January 1, 2011 – December 31, 2011	8% Increase
January 1, 2012 – December 31, 2012	7% Increase



In February 2010, the District implemented a “Qualified High Deductible Health Plan (QHDHP)” to hold down the cost of providing health care coverage to employees and to reduce the size of annual health insurance premium increases. The District also created Health Savings Accounts (HSA) and implemented a Medical Reimbursement Plan (MRP) for eligible employees. The High Deductible Health Plan and Medical Reimbursement Plan have been successful in reducing the size of increases of the District’s annual health care premiums.

The CEO recommended acceptance of the renewal rates as proposed by BCBS of Illinois, to be effective January 1, 2012 to December 31, 2012.

**Board Action:** Trustee Marilyn Wolfe made a motion to renew health and dental insurance coverage with Blue Cross Blue Shield of Illinois, with an overall 7% rate increase for the period January 1, 2012 to December 31, 2012 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-E. Health Savings Accounts, Calendar Year 2012:** In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. Also implemented was a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars. Each year the Board establishes the amount of the District’s contribution to the District Plan participant’s HSA for the coming calendar year prior to the beginning of the open enrollment period. The District’s health plan document requires an open enrollment period at the end of each calendar year. During the open enrollment period, employees can change their health insurance options without the requirement of having a qualifying event.

To each District non-faculty employee’s District Plan HSA, the District made the following contribution:

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

The high deductible plan has been very successful in reducing the size of premium increases and it is appropriate that the savings in premiums be shared with employees who face higher deductibles. The CEO recommended a \$1,000 contribution for Calendar Year 2012 to each qualified employee’s HSA.

**Board Action:** Trustee William Hudson made a motion to approve a \$1,000 contribution for Calendar Year 2012 to each qualified employee’s Health Savings Account. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-F. Amphitheater at WVC:** Wabash Valley College has numerous social and student events. At times, the number of these events exceeds the availability of the theatre. President Fowler has suggested that an outdoor amphitheater be constructed immediately behind Main Hall. The outdoor amphitheater will seat approximately 200 and provide a 24’ X 15’ stage. The estimated cost of \$8,209.00 will be fully paid for by the Wabash Valley College Foundation. The CEO recommended approval of the construction of an outdoor amphitheater at Wabash Valley College as outlined.

**Board Action:** Trustee William Hudson made a motion to approve construction of an outdoor amphitheater at Wabash Valley College, to be paid for by the WVC Foundation as recommended. Trustee

John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-G. FCC Parking Lot CDB Project:** The State of Illinois, through its Capital Development Board (CDB), has approved a project for construction of a parking lot at Frontier Community College. The parking lot is scheduled to be located along the east side of the main entrance to the College and north of Foundation Hall.

The State set aside \$207,300 for the parking lot project. A breakdown of the original projected costs follows:

Parking Lot Materials & Labor	\$ 160,000
Contingency	\$ 16,000
Construction Admin & Reimbursables (CDB)	\$ 12,700
A & E Compensation	<u>\$ 18,600</u>
Total Estimated Project Cost	\$ 207,300

The CDB requested bids and received a bid from the lowest qualified bidder of \$ 185,000 for materials and labor and exceeded the CDB approved amount of \$ 160,000. The decision for the Board of Trustees is whether or not to proceed with the CDB project for which the lowest qualified bid exceeded the amount for materials and labor approved by the State by \$ 25,000.

The additional cost should be approximately \$ 9,000, which is the excess of the lowest qualified bid over the budget for materials, labor, and contingencies. However, if unforeseen circumstances use up some of the contingency budget, the additional amount due from the District could be anywhere from \$ 9,000 to as much as \$ 25,000.

There was also an alternative bid which would have added an additional 13,500 square feet of concrete to replace the existing gravel parking lot around Foundation Hall. The college would be responsible for this additional work with payment coming through the Frontier Foundation. After due consideration, the College and the Foundation wish to reject the alternative bid of \$ 66,000 and the additional concrete work could be completed at a later date.

The CEO recommended that the Board notify the Capital Development Board that the District is willing to pay the additional cost of the project, even though the cost exceeds the amount available from the State, and also to notify CDB of the IECC Board's intent to reject the alternate bid.

**Board Action:** Trustee Gary Carter made a motion to notify the Capital Development Board that the District is willing to pay the additional cost of the FCC Parking Lot Project, even though the cost exceeds the amount available from the State, and also to notify CDB of the IECC Board's intent to reject the alternate bid as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-H. Purchase of New Telephone System:** For the past several months, Alex Cline and Jack Dunn have been working with telephone equipment suppliers for the purchase of a new telephone system for IECC and its four colleges. The current system was purchased in 1996 and is becoming expensive to maintain. Alex and Jack have reviewed proposals and have had lengthy discussions with Consolidated Communications of Mattoon (IECC's current telephone vendor), CDWG, Cisco Systems, and Frontier Communications.

The final proposal from Frontier Communications, with discounts, is \$415,556.96. Frontier not only is the lowest proposed provider, but also submitted the most detailed proposal. The system proposed includes all hardware, software, and data network equipment that would be required for a state of the art

telephone system. The Mitel telephone system quoted by Frontier also allows the District to fully utilize the existing category 3 telephone cables presently in all District buildings.

Frontier Communications indicated they have 3 certified Mitel technicians in the Olney area and 8 certified technicians in Southern Illinois.

The main reasons for using the Mitel system are as follows:

1. The Mitel 3300 system uses state of art technology and requires a minimal investment in re-wiring the District's current infrastructure.

2. Mitel's IP based solution allows for moving of employees without having to do physical re-wiring. All that is required in any employee move will be simple programming from the administration screen.

3. Mitel's system will include Unified Communications, Cell phone integration, Unified Messaging, and Record A Call.

4. The Mitel 3300 allows for better Enhanced 911 functionality without having to upgrade the District's current E911 solution. In addition, the District's current E911 system has a monthly recurring cost that will be eliminated.

5. The Mitel 3300 guards against obsolescence with software assurances which provides all future software upgrades for the next five years.

6. The Mitel 3300 also provides for protection against obsolescence by allowing the District to run software on either Mitel Hardware, Computer Servers, or in the VMware Cloud, now and in the future.

7. Frontier's use of Mitel will allow the District to have a single point of contact for all needs and the District will no longer need to manage two separate vendors to get results.

The biggest advantage with Mitel is that it has the most integrated solution with PhyBridge switches. PhyBridge allows the District to deploy a state of art VoIP network without having to rewire each college which could cost more than the entire budgeted project. Mitel also has an integrated phone stand specific for PhyBridge that allows a direct connection to existing phones, rather than requiring an additional converter box at each desk.

The CEO recommended approval of the Frontier Communications proposal for a new telephone system for the IECC District.

**Board Action:** Trustee Marilyn Wolfe made a motion to accept the proposal of Frontier Communications for a new telephone system for IECC and its four colleges as recommended. Trustee Gary Cater seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-I. Affiliation Agreement – Richland Memorial Hospital – Emergency Response Training:** IECC wishes to enter into an affiliation agreement with Richland Memorial Hospital, located in Olney, Illinois. This affiliation agreement is for the FCC Emergency Response Training Program and is the standard affiliation agreement for this program. The CEO recommended approval.

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

**#9-J. Affiliation Agreement – Fairfield Memorial Hospital – Phlebotomy Program:** IECC wishes to enter into an affiliation agreement with Fairfield Memorial Hospital, located in Fairfield, Illinois. This affiliation agreement is for the OCC Phlebotomy Program and is the standard affiliation agreement for this program. The CEO recommended approval.

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

**#9-K. Affiliation Agreement – St. Anthony’s Memorial Hospital – IECC Associate Degree Nursing Program:** IECC wishes to enter into an affiliation agreement with St. Anthony’s Memorial Hospital, located in Effingham, Illinois. This affiliation agreement is for the IECC Associate Degree Nursing Program and is the standard affiliation agreement for this program. The CEO recommended approval.

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

**#9-L. Affiliation Agreement – Flora Rehab & Health Care Center – IECC Associate Degree Nursing Program:** IECC wishes to enter into an affiliation agreement with Flora Rehabilitation and Health Care Center, located in Flora, Illinois. This affiliation agreement is for the IECC Associate Degree Nursing Program and is the standard affiliation agreement for this program. The CEO recommended approval.

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

**#9-M. Observation Agreement – Happy Day Express Day Care Center – IECC Associate Degree Nursing Program:** IECC wishes to enter into an observation agreement with the Happy Day Express Day Care System, located in Fairfield, Illinois. This observation agreement is for the IECC Associate Degree Nursing Program. The CEO recommended approval.

**Board Action:** Trustee Brenda Culver made a motion to approve the observation agreement for the IECC Associate Degree Nursing Program with Happy Day Express Day Care Center, Fairfield, Illinois, as recommended. Student Trustee Miranda Steinman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees

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

**#9-N. Observation Agreement – Fairfield First Christian Preschool – IECC Associate Degree Nursing Program:** IECC wishes to enter into an observation agreement with Fairfield First Christian Preschool, located in Fairfield, Illinois. This observation agreement is for the IECC Associate Degree Nursing Program. The CEO recommended approval.

**Board Action:** Trustee Brenda Culver made a motion to approve the observation agreement for the IECC Associate Degree Nursing Program with Fairfield First Christian Preschool, Fairfield, Illinois, as recommended. Student Trustee Miranda Steinman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

**#11-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of September 30, 2011.

**#11-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for October 2011, totaling \$745,437.08, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for October 2011, in the amounts listed, and payments from the revolving fund for September 2011. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #12 – “Chief Executive Officer's Report”** – CEO Terry Bruce presented reports on the following informational items:

1. Champion Laboratories Tax Abatement Resolution Filed.
2. LTC and NJCAA: The National Junior College Athletic Association has been asked to review the men's basketball program at Lincoln Trail College.
3. Enrollment: Reimbursable full-time equivalency enrollment is down 5% from October FY11 to October FY12. Reimbursable Headcount is down 11%.

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

**AGENDA #14 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, September 20, 2011.

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

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

A. Faculty

1. Amy Scamman, Nursing Instructor, effective January 4, 2012.

B. Classified

1. Lori Hoke, Office Assistant, LTC, effective November 1, 2011.

#### **400.2. Approval of Proposed Non-College Employment**

A. Faculty

Janet Kinkade, McKendree University, Lebanon, IL @ Fairfield, approximate time per academic year 36 days.

Mark Doerries, Trinity Lutheran Church, Olney, IL, approximate time per academic year 36 days.

#### **400.3. Retirements**

A. Professional/Non-Faculty

1. Carol Redman, Director, Educational Talent Search, DO/OCC, effective January 1, 2012.

B. Classified

1. Damona Nease, Custodian, OCC, effective January 1, 2012.

#### **400.4. Resignations**

A. Classified

1. Emily Gullett, Temporary Office Assistant, LTC, effective October 15, 2011.

#### **Personnel Report Addendum**

#### **400.5. Employment of Personnel**

A. Professional/Non-Faculty

1. Courtney Yost, Coordinator, Outreach Services, FCC, effective November 14, 2011.

B. Classified

1. Eric Resor, Recruiter/Advisor, FCC, effective October 24, 2011.

**#15-A. Board Action to Amend Personnel Report:** Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum containing Section 400.5 as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and

those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**#15-B. Board Action to Approve Amended Personnel Report:** Trustee Marilyn Wolfe 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, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #16 – “Collective Bargaining”** – None.

**AGENDA #17 – “Litigation”** – The CEO updated the Board of Trustees on the status of litigation matters that have been filed against the District.

**AGENDA #18 – “Acquisition & Disposition of Property”** – None.

**AGENDA #19– “Other Items”** – None.

**AGENDA #20 – “Adjournment”** – Trustee Gary Carter made a motion to adjourn. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:15 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)**

**Minimum Faculty Requirements 400.8**

## MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Minimum Faculty Requirements (Policy 400.8)

Currently, IECC has three separate policies on qualifications for full-time, part-time and dual credit faculty. The academic deans and our chief academic officer have developed one policy for all faculty which meets the standards of the Illinois Community College Board's Administrative Rules, the Higher Learning Commission's minimum expectations, and the Dual Credit Quality Act. This one policy is in accordance with generally accepted standards and practices for teaching, supervising, counseling, and administering the curriculum or supporting system to which faculty members are assigned.

The revised single policy addresses the academic preparation and experience of faculty and ensures that the faculty is appropriately qualified to teach the various areas of instruction offered in the District's transfer courses and Career and Technical Education courses.

I ask the Board's approval of the revised Minimum Faculty Requirements Policy 400.8.

TLB/rs

Attachment

HUMAN RESOURCES - 400

**Policy on Assignment of Faculty to Subject Discipline(s) or Career Field(s) Minimum Faculty Requirements/Qualifications(400.8)**

Date Adopted: December 19, 1989

Date Revised: November 15, 2011 (pending Board of Trustees approval)

Each full-time faculty member may be assigned a subject discipline(s) or career field(s) by action of the Board after recommendation by the Chief Executive Officer. It is possible to be assigned to more than one if the qualifications are met. The board reserves the right to change a faculty member's assigned subject discipline or career field from time to time, upon recommendation by the Chief Executive Officer.

~~For Assignment to a Subject Discipline(s): Satisfy one of the following, together with such other qualifications as may be established and changed from time to time by the Board:~~

- ~~A. A master's degree with a major in the subject discipline, or~~
- ~~B. A master's degree with a major outside the subject discipline and twenty four (24) semester hours of graduate work in the specific subject discipline(s).~~

~~For Assignment to a Career Field(s): Meet the existing state vocational education requirements, together with such other qualifications as may be established and changed from time to time by the Board:~~

~~Assignment to a subject discipline(s) or a career field(s) does not preclude a faculty member from being assigned by the college to teach a portion of his/her course load outside of that area or areas.~~

Administration will determine the need for faculty personnel to fill vacancies or to meet changing enrollment or changing demands within each area of instruction and will follow the minimum qualification requirements as listed below:

Transfer Programs: Preparation shall include a master's degree in the field of specialization for which courses are taught, except in such areas in which work experience and related training in the course area is acceptable.

Basic Skills Courses: Preparation shall include a Bachelor's degree with course work in the academic area to be taught.

Career and Technical Education Programs: One year (2,000 hours) employment experience in the specific occupational area to be taught, and compliance with legal, governmental, and professional requirements, if applicable. For those occupations which employment or preparation is regulated by law or licensure, such laws and licensing requirements shall take precedence.

Placement and Advancement within the Salary Range

~~Placement and advancement within the salary range shall be as provided in the applicable collective bargaining agreement.~~

Acceptable Coursework

- A. All undergraduate credit must be earned from regionally accredited institutions in courses associated with the discipline in which the instructor shall teach.
- B. All graduate credit hours must be earned at regionally accredited institutions in courses at the graduate level with the major emphasis in either professional educational studies or the discipline in which the individual shall teach.
- C. Credit for graduate work done at foreign universities may be given at the discretion of the Board.



**Dual Credit Faculty Assignment and Qualifications (400.23)**

Date Adopted: December 11, 2007

For Assignment to transfer programs:

- A. ~~A master's degree in the subject discipline and/or the appropriate Illinois teaching certification(s), or~~
- B. ~~A bachelor's degree in the discipline or related field and documented progress toward a master's degree, three years related teaching experience, and the appropriate Illinois teaching certification(s).~~

For Assignment to a Career and Technical Education Field(s):

- A. ~~A bachelor's degree with a major in the specific career field, or~~
- B. ~~An associate's degree in the career field, or~~
- C. ~~Combination of education, training and experience, with a minimum of three or more years' work experience in the specific career field, teaching experience, and national, state, or industry certifications or licensure if appropriate.~~

Acceptable Coursework

- A. ~~All undergraduate credit must be earned from a regionally accredited institution in courses associated with the discipline in which the instructor will teach.~~
- B. ~~All graduate credit hours must be earned from a regionally accredited institution in courses at the graduate level with the major emphasis in either professional educational studies or the discipline in which the individual will teach.~~

**Part-Time Faculty Assignment and Qualifications (400.24)**

Date Adopted: December 11, 2007

For Assignment to transfer programs:

- A. A master's degree in the subject discipline; or
- B. A master's degree with a minimum of 12 graduate hours in the subject discipline; or
- C. A bachelor's degree in the discipline and related teaching or work experience.

For Assignment to a Career and Technical Education Field(s):

- A. A bachelor's degree with a major in the specific career field, or
- B. An associate's degree in the career field, or
- C. Combination of education, training and experience, teaching experience, work experience, and national, state, or industry certifications or licensure if appropriate.

Acceptable Coursework

- A. All undergraduate credit must be earned from a regionally accredited institution in courses associated with the discipline in which the instructor will teach.
- B. All graduate credit hours must be earned from a regionally accredited institution in courses at the graduate level with the major emphasis in either professional educational studies or the discipline in which the individual will teach.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Emergency Expenditure – WVC Pool Boiler**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Emergency Expenditure – WVC Pool Boiler

Wabash Valley College operates an indoor pool and is required to maintain a water temperature above 72 degrees in the pool at all times. To do so requires a very large industrial water heater called a pool boiler. In the last week of October 2011, during an inspection of the pool boiler, the bottom of the boiler fell out. President Fowler monitored the water temperature and when it got to 72 degrees the pool was closed. The pool is well used by classes and the general public in the WVC area. The pool boiler needs to be replaced as soon as possible.

President Fowler sought quotes for replacing the boiler, removing the existing boiler, removing the existing flue and the installation of a new flue, and making all necessary electrical connections. He received quotes from J.E. Shekell (\$21,274), H.F. Refrigeration (\$21,204), Johnson Controls (\$22,319), and Sharp and Williams (\$23,510). Each company quoted the same boiler made by the same manufacturer and indicated that boiler could be available from the manufacturer in three weeks. Because of a long standing relationship with J.E. Shekell and the fact that the employee that does WVC work for Shekell resides near the college, the decision was made to have J.E. Shekell replace the pool boiler.

Members of the Board of Trustees were called with the above information and approved the emergency purchase of the pool boiler and for its installation by J.E. Shekell. The boiler was ordered and installation should begin immediately upon its arrival so that the pool could be back in service again.

I ask the Board's ratification of the earlier decision to proceed with this emergency purchase.

TLB/rs

**Agenda Item #8B**

**Tuition Required for Equalization Funding**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Tuition Required for Equalization Funding

For equalization grant eligibility funding, qualified districts must maintain a per credit hour tuition and universal fee rate that is equal to 85% of the state-wide average tuition and universal fee rate.

The Illinois Community College Board has notified the District that the minimum tuition and universal fee rate required to qualify for fiscal year 2013 equalization funding has been established as \$88.31 per semester hour, which is 85% of the fiscal year 2012 statewide average tuition and universal fee rate.

Therefore, for Illinois Eastern to qualify, tuition and universal fees will have to be increased by at least \$2.31. The example of tuition and fees follows:

Fiscal year 2012 statewide average tuition and universal fee rate:	\$103.89
85% of the fiscal year 2012 average tuition and universal fee rate:	\$ 88.31
Current IECC tuition	\$ 71.00
Current IECC universal fee (technology fee)	\$ 5.00
Current IECC student support fee	<u>\$ 10.00</u>
Total current tuition and universal fees	\$ 86.00
Proposed IECC tuition (\$3.00 Increase)	\$ 74.00
Proposed universal fee (technology fee)	\$ 5.00
Proposed student support fee	<u>\$ 10.00</u>
Total proposed increased tuition and universal fees	\$ 89.00

I ask the Board's approval to establish this as the tuition rate, technology fee, and student support fee effective Summer Term 2012.

TLB/rs



**Agenda Item #8C**

**Tuition Rate Changes**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Tuition Rate Changes

To comply with the equalization eligibility requirements of the State, the Board has taken action to increase tuition by \$3.00 per semester hour. Various other discretionary tuition rates have been reviewed by the Cabinet.

The other District tuition rates which the Board should change include:

	<u>Current</u>	<u>Recommended</u>
Indiana Students in Designated Counties	\$114	\$110 per credit hour
Online In-District	\$ 71	\$ 74 per credit hour
Online Special Out-of-District	\$ 89	\$ 89 per credit hour
Online Indiana Students in Designated Counties	\$110	\$110 per credit hour
Online Out-of-District	\$110	\$110 per credit hour
Online Out-of-State	\$110	\$110 per credit hour
Online Non-U.S. Resident	\$110	\$110 per credit hour

I ask the Board's approval for the changes in tuition rates, effective Summer Term 2012.

TLB/rs

**Agenda Item #8D**

**Joint Agreement with Lewis and Clark College**

**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Joint Agreement between IECC and Lewis and Clark Community College

Attached is the Joint Agreement between Illinois Eastern and Lewis and Clark Community College located in Godfrey, Illinois. There were no changes to this agreement from last year's agreement.

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

TLB/rs

Attachment

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

This agreement is made this 15th day of December, 2011 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536 for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

PURPOSE

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

I. INSTITUTIONAL IDENTIFICATION

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

II. EDUCATIONAL PROGRAMS

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

Diesel Equipment Technology	AAS
Health Information Management	Certificate
Horticulture	AAS/Certificate
Industrial Management	AAS
Mining Technology	AAS
Telecommunications Technology	AAS & Certificate

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

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

## STUDENT ENROLLMENT AND RESPONSIBILITY

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

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

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

### III. RECEIVING DISTRICT'S RESPONSIBILITIES

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

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

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

### V. FINANCE

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

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

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

VI. PUBLICITY AND CATALOG

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

VII. AMENDMENTS TO AGREEMENT

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

VIII. TERMINATION

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

The following commit the aforementioned agencies to this joint agreement:

ILLINOIS EASTERN COMMUNITY COLLEGES  
District #529

LEWIS & CLARK COMMUNITY COLLEGE  
District #536

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

Date

\_\_\_\_\_  
President

Date

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

Date

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

Date

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

Date

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

Date

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

**Agenda Item #8F**

**Employee Satisfaction Survey Results**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Employee Satisfaction Survey Results

In the fall of each year, District employees are given the opportunity answer a survey which reviews the operation of the District and its four colleges. A summary of the results of that survey will be distributed at the Board meeting.

Employees were asked their work location, their classification, whether they were employed full or part-time, and the years of service to the District. The employees were given an opportunity to review health and dental benefits, information availability, personnel changes, website quality, equipment and technology needs, and a variety of other questions concerning the District.

Highest areas of agreement or strongly agreement were:

- 98% - I understand IECC's mission and values and they influence how my department works or how I provide instruction.
- 92% -I would recommend IECC to a prospective student or employee.
- 90% - Overall, I am satisfied with my employment at my college and IECC.
- 86% - I visit IECC or my college's website on a regular basis to find information.
- 86% - Administration is available to staff/faculty within a reasonable time frame.
- 85%- I have the equipment and technology necessary to do my work.

Highest areas of disagreement or strong disagreement were:

- 22% - I am fairly compensated for the work I do.
- 22% - There are opportunities for promotions and advancement at my college and IECC.
- 17% - The evaluation process is constructive and encourages me to enhance my job performance.
- 16% - My work load is fair and reasonable and the work is fairly distributed in my department.
- 16% - My college or worksite does a good job of keeping me informed about changes that affect my work.

Overall, the survey shows that employees are satisfied with the operation of the District.

I ask the Board's acceptance of these Employee Satisfaction Survey Results.

TLB/rs

**Agenda Item #8F**

**Affiliation Agreement with Salem Township Hospital – Phlebotomy**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Affiliation Agreement with Salem Township Hospital – Phlebotomy

IECC wishes to enter into an affiliation agreement with Salem Township Hospital, located in Salem, Illinois.

This affiliation agreement is for the Phlebotomy Program located at Olney Central College.

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

TLB/rs

Attachment

# AFFILIATION AGREEMENT

BETWEEN

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

**AND**

**Salem Township Hospital  
1201 Ricker Drive  
Salem, IL 62881-4263**

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of July 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and **Salem Township Hospital** (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

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

3. DISTRICT #529 faculty will:

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

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

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

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

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

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

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

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 15<sup>th</sup> day of July 2011.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,  
OLNEY CENTRAL COLLEGE

\_\_\_\_\_  
Director of Medical Laboratory Services

\_\_\_\_\_  
Phlebotomy Instructor

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

\_\_\_\_\_  
Administrator, Hospital or Agency

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

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

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

Adopted 6-2005

**Agenda Item #8G**

**Affiliation Agreement with Robinson Dialysis – ADN**



**Agenda Item #8G**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Affiliation Agreement with Robinson Dialysis - ADN

IECC wishes to enter into an affiliation agreement with Robinson Dialysis, located in Robinson, Illinois.

This affiliation agreement is for the Associate Degree in Nursing Program. .

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

TLB/rs

Attachment

## **STUDENT TRAINING AGREEMENT**

This **Student Training Agreement** (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of November, 2011 by and between **ILLINOIS EASTERN COMMUNITY COLLEGES, d/b/a OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM**, (“Sponsoring Institution”) and **ROBINSON DIALYSIS, LLC**, a Delaware limited liability company (“Company”).

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

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

**WHEREAS**, Company operates a free-standing outpatient dialysis facility known as Robinson Dialysis, located at 1215 North Allen Street, Robinson, Illinois 62454 (“Facility”); and

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

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

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

### **1. RESPONSIBILITIES OF SPONSORING INSTITUTION:**

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

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

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

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

d. On or before commencement of the Term of this Agreement, Sponsoring Institution will designate a representative to work with Facility’s representative to coordinate the administrative and academic aspects of the Program. Sponsoring Institution will not assign any

faculty member to Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with Facility at all times.

- e. Sponsoring Institution will inform each Student that he or she is responsible for:
  - (i) respecting the confidentiality of Company's or Facility's patients and Facility's patient records and complying with the Health Insurance Portability and Accountability Act ("HIPAA") and similar state laws;
  - (ii) complying with all applicable rules, regulations, policies, and procedures of Company;
  - (iii) complying with all state laws and regulations regarding the scope of practice of student interns;
  - (iv) providing uniforms as required;
  - (v) complying with all policies concerning universal precautions, including wearing personal protective equipment;
  - (vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;
  - (vii) providing Company with records of each Student's physical examinations, immunization statuses, and other medical tests as requested by Company and consistent with Company's policies;
  - (viii) obtaining written permission from Company and Sponsoring Institution before publishing any material related to the Program experience; and
  - (ix) providing Company with any information it needs, including, without limitation, signing all requisite forms, to allow Company to conduct a background check on the Student (the background check will not include a report on the Student's credit capacity or credit history) and a drug test;
- f. Sponsoring Institution will obtain, upon request of Company, any authorization from Students necessary for the release of confidential records, including, without limitation, Students' medical records and educational records.
- g. Sponsoring Institution shall advise Students that they are not to receive wages during this Program, that they are not deemed employees of Company, that they are not covered by Company's workers' compensation insurance in case of injury, and that they should have no expectation of employment upon the conclusion of the Program.
- h. Sponsoring Institution shall remove any Student from participation in the Program upon Company's request for any reason deemed reasonable and sufficient by Company or Facility, in its sole discretion, provided that Company or Facility will exercise said removal rights in a nondiscriminatory manner.
- i. Sponsoring Institution shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program and the Program. At no time shall the names of any of Facility's patients appear in these records or reports.

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

## **2. RESPONSIBILITIES OF FACILITY:**

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

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

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

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

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

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

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

g. Facility shall provide Sponsoring Institution with periodic reports, in the format requested by Sponsoring Institution, concerning the progress of Students. However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Students.

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

## **3. MUTUAL RESPONSIBILITIES:**

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

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

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

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

#### **4. CONFIDENTIALITY:**

Sponsoring Institution and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, by law, of Company, Facility and/or its patients, and not disclose or reveal any confidential information to any third party without the express prior written consent of Company or Facility. Sponsoring Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Company or Facility.

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

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Company and Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information ("PHI"), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Company or Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any threatened or actual breach of this Agreement by Sponsoring Institution, its agents, students, faculty, representatives, and employees, as appropriate, and/or to recover any damages resulting from the breach hereof and recover reasonable attorneys' fees and costs of prosecuting any such action.

#### **5. TERM AND TERMINATION:**

a. This Agreement shall be for an initial term of one (1) year commencing on the last date of execution as indicated on the signature page to the Agreement ("Term"), and will thereafter automatically renew for one (1) year successive terms, unless terminated sooner by either party in accordance with this Agreement.

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

**6. INDEMNIFICATION:**

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

**7. NO REMUNERATION:**

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

**8. COMPLIANCE:**

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

**9. GENERAL PROVISIONS:**

a. Status of Parties. The parties agree that the staff and Students of Sponsoring Institution participating in the Program are independent contractors, and, as such, are not the employees or agents of Company or Facility and are not entitled to any benefits from Company, including, but not limited to, workers' compensation, unemployment compensation, medical treatment (except as hereinabove provided), insurance, or any other benefits provided by Company to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. Sponsoring Institution shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

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

d. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

e. Notices. Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

If to Company: Robinson Dialysis, LLC.  
c/o Total Renal Care, Inc.  
10600 McKinley Road  
Blue Ash, OH 4521-3716  
Attention: Julie A. Stewart

With copies to: DaVita Inc.  
5200 Virginia Way  
Brentwood, Tennessee 37027  
Attention: Group General Counsel

If to Sponsoring Institution: Olney Central College  
305 North West Street  
Olney, Illinois 62450  
Attention: Tammy Fralicker

f. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

g. Severability. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

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

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

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

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

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

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

**[Signatures appear on the following page.]**

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the date indicated next to their signature below to be effective as set forth in paragraph 5 of the Agreement.

**Sponsoring Institution:**

**Illinois Community Colleges d/b/a Olney Central College  
College:**

By: \_\_\_\_\_  
Name: Angie Williams  
Title: Department Head of Nursing

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

By: \_\_\_\_\_  
Name: Tammy Fralicker  
Title: Associate Dean of Nursing & Allied Health

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

By: \_\_\_\_\_  
Name: Rodney Raney  
Title: President, Olney College

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

By: \_\_\_\_\_  
Name: Dr. G. Andrew Fisher  
Title: Chairman, Illinois Eastern Community Colleges  
Board of Trustees

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

**Company:**

**Robinson Dialysis, LLC**

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

By its managing member Total Renal Care, Inc.

By: \_\_\_\_\_  
Name: Julie A. Stewart  
Title: Divisional Vice President

**Approved by DaVita Inc. as to Form:**

By: \_\_\_\_\_  
Name: Ben C. Huddleston  
Title: Group General Counsel



**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Student’s Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**EXHIBIT B**

**CONFIDENTIAL INFORMATION AGREEMENT**

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

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

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

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Company Name/Sponsoring Institution \_\_\_\_\_

Date \_\_\_\_\_

**Affiliation**

DVA Employee \_\_\_\_\_

Student \_\_\_\_\_

Agency Employee \_\_\_\_\_

Volunteer \_\_\_\_\_

Independent Contractor \_\_\_\_\_

Attending Physician \_\_\_\_\_

Medical Director \_\_\_\_\_

Nephrology Fellow \_\_\_\_\_

**Agenda Item #8H**

**Affiliation Agreement with Cotillion Ridge Nursing Center – CNA**

**Agenda Item #8H**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Affiliation Agreement with Cotillion Ridge Nursing Center - CNA

IECC wishes to enter into an affiliation agreement with the Cotillion Ridge Nursing Center, located in Robinson, Illinois.

This affiliation agreement is for the Certified Nurse Assistant Program. .

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
BASIC NURSE ASSISTANT PROGRAM #NA-5

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Basic Nurse Assistant Program #NA-5 (hereinafter referred to as LTC) and Cotillion Ridge Nursing Center Robinson, IL (hereinafter referred to as AGENCY). *Agency* *City* *State*

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the nursing assistant 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 patient care for observation and participation by the students and faculty of LTC'S Basic Nurse 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 Instruction on behalf of Lincoln Trail College and the Director of Nursing Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. LTC will be responsible for the teaching and guidance of the students in the clinical nursing assistant laboratory practice, and will be available to the nursing assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Assistant Faculty on behalf of LTC, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Assistant Faculty assumes full responsibility and supervision of the nursing 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 Nursing Assistant Faculty on behalf of LTC will be responsible for maintaining proper standards of nursing assistant care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing assistant 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 LTC, and will comply with the policies of the health AGENCY.

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

Students who have physical or emotional disabilities which may negate success in nursing assistant practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in nursing 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 for each participating student showing that said student fully complies with the health 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. LTC Nursing Assistant Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Assistant Faculty member of LTC participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Assistant Faculty member to any clinical area.
7. LTC will provide orientation for the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of

either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Nursing Assistant Faculty and nursing assistant students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.
11. A review of the agreement will be made annually. 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 \_\_\_\_\_, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Director of Nursing Services

\_\_\_\_\_  
Nursing Assistant Faculty Member

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
Dean of Instruction

\_\_\_\_\_  
College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

**Agenda Item #9**

**Bid Committee Report**

**Lincoln Trail College, Olney Central College & the District Office**

**Lighting Upgrades**



## BID COMMITTEE REPORT

November 15, 2011

Lincoln Trail College, Olney Central College & the District Office

### 2. Lighting Upgrades

TO: Board of Trustees  
 FROM: Bid Committee

SUBJECT: Bid Recommendation – Lighting Upgrades

DATE: November 15, 2011

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

The Bid Committee recommends acceptance of the low bid received which meets specifications from **Mark's M & M Electric, Inc.** located in **Teutopolis, Illinois** for a total bid of **\$35,440.**

Lighting Upgrades – Phase 1  
 Division I – All Work

	Bid Sec.	Add. No.1	Base Bid	Alt. Bid No. 1	Alt. Bid No.2	Alt. Bid No.3	Alt. Bid No.4	Alt. Bid No.5	Alt. Bid No.6	Alt. Bid No. 7	Alt. Bid No.8	Alt. Bid No.9	Alt. Bid No.10	TOTAL
Illini Builders of Olney Olney, IL	5%	X	31,693	1,612	1,802	2,800	1,047	3,641	1,808	2,073	1,809	3,304	1,808	\$53,397
<b>Mark's M &amp; M Electric, Inc. Teutopolis, IL</b>	<b>5%</b>	<b>X</b>	<b>23,890</b>	<b>830</b>	<b>964</b>	<b>1,400</b>	<b>542</b>	<b>2,240</b>	<b>964</b>	<b>1,012</b>	<b>964</b>	<b>1,670</b>	<b>964</b>	<b>\$35,440</b>
Skill Electric Vincennes, IN	5%	X	40,900	1,636	1,938	310	2,281	5,000	3,500	2,150	1,450	3,300	2,000	\$64,465

Respectfully submitted,

Roger Browning  
 Terry Bruce  
 Harry Hillis, Jr.

Source of Funds: District/Grant Incentive Reimbursement  
 Department: Operations & Maintenance  
 Rationale for Purchase: To upgrade existing lighting fixtures at LTC, OCC and the District Office.

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



*image Architects inc.*

1118 West Main Street P.O. Box 850 Carbondale, Illinois 62901 618.457.2128 618.549.5725 fax  
www.imageArchitects.com

November 9, 2011

Mr. Roger Browning, CFO  
Illinois Eastern Community Colleges  
233 E. Chestnut St.  
Olney, Illinois 62450

Re: Lighting Upgrades – Phase 1  
Illinois Eastern Community Colleges  
Olney, Illinois

Dear Mr. Browning:


We have reviewed the submitted bids for the work on the referenced project. We are unaware of any reason to prevent award of bids as follows:

All Work	Mark's M&M Electric Inc. Teutopolis, Illinois	Base Bid	<b>\$23,890.00</b>
		Alternate Bids	<b><u>11,550.00</u></b>
		Total	<b>\$35,440.00</b>

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

Sincerely,

IMAGE ARCHITECTS INC.

  
Marion J. Poggas, AIA  
Senior Architect

MJP/sw

## INVITATION TO BID

### LIGHTING UPGRADES – PHASE 1 ILLINOIS EASTERN COMMUNITY COLLEGES OLNEY, ILLINOIS

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529, OLNEY, ILLINOIS issues the following Invitation to Bidders desiring to submit proposals for work at the above titled project.

Bids will be received for the following work:

DIVISION I - ALL WORK

**at 2:00 p.m. on Wednesday, November 9, 2011** at the Illinois Eastern Community Colleges District Office, located at 233 East Chestnut Street, Olney, Illinois 62450.

A pre-bid meeting will not be held. Bidders may contact each College (Lincoln Trail College: 618-544-8657; Olney Central College and District Office: 618-395-4351) to schedule a time to document existing conditions.

Immediately after closing time for receiving bids, they will be publicly opened, read aloud and taken under advisement. Owner reserves the right to reject any or all bids or any part thereof, to waive any informalities in bidding and to accept bids deemed most favorable to the Owner.

#### DESCRIPTION OF WORK

Work includes but is not limited to upgrade of existing lighting fixtures at Lincoln Trail College, Olney Central College, and the District Office in Olney. Upgrades will consist of new electronic ballasts, lamp sockets, and lamps, along with associated work as shown and specified.

Bonafide prime bidders may obtain an individual electronic CD-Rom (which includes specifications and drawings in PDF Format) at the office of Image Architects Inc., 1118 West Main Street, Carbondale, Illinois, by depositing \$25.00. Those who submit prime bids may obtain refund of deposit by returning CD-Rom in good condition within fifteen (15) days after bid opening. Those Prime Bidders who do not submit a prime bid or those who do not return the CD-Rom within time stipulated above, or who returns damaged CD-Rom shall forfeit entire deposit.

Material suppliers and subcontractors may purchase for \$25.00 an individual electronic CD-Rom (which includes specifications and drawings in PDF Format) or purchase selected copies of Plans

and Specifications at a cost of \$0.30 per page of Specifications and Drawings, plus shipping charges, non-refundable.

Bidding documents, Plans and Specifications may be examined by prospective bidders and material suppliers at the office of Image Architects Inc., and the following Plan Rooms:

MCGRAW-HILL CONSTRUCTION DODGE  
St. Louis, Missouri  
Evansville, Indiana

SOUTHERN ILLINOIS BUILDERS ASSOCIATION  
O'Fallon, Illinois  
Marion, Illinois

NATIONAL CONSTRUCTION NEWS, INC.  
Evansville, Indiana

Bid security in amount and form stipulated in INSTRUCTIONS TO BIDDERS will be required with each bid. No bid may be withdrawn within 30 days after opening of bids.

Successful bidders shall be required to observe 820 ILCS 130/0.01 et. seq., pertaining to wages and known as the "Prevailing Wage Act" as issued by the Illinois Department of Labor. Successful bidders shall also observe 30 ILCS 560/0.01 et. seq., pertaining to hiring Illinois labor and known as the "Public Work Preference Act" Furthermore, successful bidders shall observe the "Illinois Human Rights Act, as Amended", 775 ILCS 5/1-101 et. seq. and the Rules and Regulations, Title 44, Section 750 of the Illinois Administrative Code, Illinois Department of Human Rights.

The successful bidders and subcontractors shall comply with the Illinois Procurement Code, 30 ILCS 500/30-22, to determine their need for Apprenticeship and Training Program requirement as defined in Project Manual, Section 00 21 13 Instruction to Bidders.

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT NO. 529  
OLNEY, ILLINOIS

**Agenda Item #10**

**District Finance**

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

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
October 31, 2011**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$6,473,916.31
Operations & Maintenance	\$455,390.25
Operations & Maintenance (Restricted)	\$20,003.35
Bond & Interest	\$1,499,056.73
Auxiliary	\$671,538.19
Restricted Purposes	(\$441,914.30)
Working Cash	\$188,647.41
Trust & Agency	\$438,757.80
Audit	(\$28,486.38)
Liability, Protection & Settlement	\$185,228.91
<b>TOTAL ALL FUNDS</b>	<b>\$9,462,138.27</b>

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**October 31, 2011**

	<b>ALL FUNDS</b>
	<b>Fiscal Year 2012</b>
<b>ASSETS:</b>	
CASH	9,462,138
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	18,190,000
RECEIVABLES	5,377,619
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	577,237
OTHER ASSETS	469,421
TOTAL ASSETS AND OTHER DEBITS:	34,110,815
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	184,752
ACCOUNTS PAYABLE	74,194
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	494,411
TOTAL LIABILITIES:	753,357
 <b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	3,097,988
PR YR BDGTED CHANGE TO FUND BALANCE	794,780
 <b>FUND BALANCES:</b>	
FUND BALANCE	18,845,527
RESERVE FOR ENCUMBRANCES	10,619,163
TOTAL EQUITY AND OTHER CREDITS	33,357,458
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 34,110,815



ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF OCTOBER 31, 2011

ALL FUNDS

FY 2012  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	3,728,197
STATE GOVT SOURCES	2,948,772
STUDENT TUITION & FEES	6,989,248
SALES & SERVICE FEES	1,352,335
FACILITIES REVENUE	1,090
INVESTMENT REVENUE	44,928
OTHER REVENUES	238,578
TOTAL REVENUES:	15,303,148

EXPENDITURES:

INSTRUCTION	3,684,400
ACADEMIC SUPPORT	146,929
STUDENT SERVICES	434,949
PUBLIC SERV/CONT ED	21,396
OPER & MAINT PLANT	1,030,848
INSTITUTIONAL SUPPORT	2,278,590
SCH/STUDENT GRNT/WAIVERS	2,656,186
AUXILIARY SERVICES	1,807,490
TOTAL EXPENDITURES:	12,060,788

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	3,242,360
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**Illinois Eastern Community Colleges**  
**Operating Fund - Income Statement**  
**CASH BASIS**  
**July 1, 2011 -- October 31, 2011**

<b>REVENUES:</b>	<b>Education Fund</b>	<b>O &amp; M Fund</b>	<b>Total Operating Funds</b>
Local Government Sources	1,537,904	659,122	2,197,026
State Government Sources	1,913,781	1,034,991	2,948,772
Net Tuition and Fees	3,225,140	-	3,225,140
Sales & Service Fees	26,344	-	26,344
Facilities Revenue	-	525	525
Investment Revenue	27,595	6,906	34,501
Other Revenues	29,360	25	29,385
<b>TOTAL REVENUES:</b>	<b>6,760,124</b>	<b>1,701,569</b>	<b>8,461,693</b>
<b>EXPENDITURES:</b>			
Salaries	4,570,069	271,396	4,841,465
Employee Benefits	604,204	43,403	647,607
Contractual Services	127,185	101,858	229,043
Materials	466,156	117,600	583,756
Travel & Staff Development	59,664	2,777	62,441
Fixed Charges	109,891	183,871	293,762
Utilities	30,288	278,340	308,628
Capital Outlay	-	2,700	2,700
Other	30,672	2,449	33,121
<b>TOTAL EXPENDITURES:</b>	<b>5,998,129</b>	<b>1,004,394</b>	<b>7,002,523</b>
<b>TRANSFERS :</b>			
Interfund Transfers	(1,079,137)	-	(1,079,137)
<b>TOTAL TRANSFERS:</b>	<b>(1,079,137)</b>	<b>-</b>	<b>(1,079,137)</b>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<b>(317,142)</b>	<b>697,175</b>	<b>380,033</b>

**OPERATING FUNDS  
COMPARISON REPORT FY10-12**

College	Category	FISCAL YEAR 2010			FISCAL YEAR 2011			FISCAL YEAR 2012			
		Estimated Budget	Spent Thru October	% of Bdgt	Estimated Budget	Spent Thru October	% of Bdgt	Estimated Budget	Spent Thru October	% of Bdgt	% of Year
Frontier	Bills		\$623,082			\$621,560			\$582,833		
	Payroll		\$684,058			645,649			682,172		
	Totals	\$ 4,389,054	1,307,140	30%	\$ 4,213,492	1,267,209	30%	\$ 4,432,594	1,265,005	29%	33%
Lincoln Trail	Bills		\$564,132			562,300			564,558		
	Payroll		\$806,037			674,718			754,293		
	Totals	\$ 4,620,861	1,370,169	30%	\$ 4,436,027	1,237,018	28%	\$ 4,666,700	1,318,851	28%	33%
Olney Central	Bills		\$799,982			744,304			755,481		
	Payroll		\$1,532,354			1,432,440			1,489,122		
	Totals	\$ 7,188,350	2,332,336	32%	\$ 6,900,816	2,176,744	32%	\$ 7,259,658	2,244,603	31%	33%
Wabash Valley	Bills		\$1,051,860			850,175			936,790		
	Payroll		\$1,005,041			901,418			955,835		
	Totals	\$ 6,404,243	2,056,901	32%	\$ 5,955,946	1,751,593	29%	\$ 6,265,655	1,892,625	30%	33%
Workforce Educ.	Bills		\$725,084			1,055,851			1,174,365		
	Payroll		\$366,269			428,978			423,037		
	Totals	\$ 4,150,932	1,091,353	26%	\$ 4,109,423	1,484,829	36%	\$ 4,323,113	1,597,402	37%	33%
District Office	Bills		\$81,667			74,104			69,129		
	Payroll		\$292,466			256,752			282,274		
	Totals	\$ 1,217,108	374,133	31%	\$ 1,168,424	330,856	28%	\$ 1,229,182	351,403	29%	33%
District Wide	Bills		\$582,169			620,764			732,209		
	Payroll		\$276,170			224,378			254,732		
	Totals	\$ 4,477,402	858,339	19%	\$ 3,607,770	845,142	23%	\$ 4,500,654	986,941	22%	33%
<b>GRAND TOTALS</b>		<b>\$32,447,950</b>	<b>\$9,390,371</b>	<b>29%</b>	<b>\$30,391,898</b>	<b>\$9,093,391</b>	<b>30%</b>	<b>\$32,677,557</b>	<b>\$9,656,830</b>	<b>30%</b>	<b>33%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**October 31, 2011**

	<u>FY 2012</u>		<u>FY 2011</u>		<u>Increase (Decrease)</u>
	Amount	% of Total	Amount	% of Total	
Salaries	4,841,465	50.14%	4,564,333	50.19%	277,132
Employee Benefits	647,607	6.71%	620,196	6.82%	27,411
Contractual Services	229,043	2.37%	167,162	1.84%	61,881
Materials	583,756	6.05%	485,990	5.34%	97,766
Travel & Staff Development	62,441	0.65%	52,914	0.58%	9,527
Fixed Charges	293,762	3.04%	311,859	3.43%	(18,097)
Utilities	308,628	3.20%	375,070	4.12%	(66,442)
Capital Outlay	2,700	0.03%	42,114	0.46%	(39,414)
Other	2,687,428	27.83%	2,473,753	27.20%	213,675
	<u>9,656,830</u>	<u>100.00%</u>	<u>9,093,391</u>	<u>100.00%</u>	<u>563,439</u>

**Agenda Item #11**

**Chief Executive Officer's Report**

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

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

**Agenda Item #14**

**Approval of Personnel Report**

**None**



**Agenda Item #15**

**Collective Bargaining**

**A. Approval of Reopener**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 15, 2011  
RE: Approval of Reopener

In the contract with the Illinois Eastern College Education Association (IECEA) (“Association”) and the Board of Trustees of Illinois Eastern Community College District #529 (“Board”) under which the Board and Association are currently operating, there was a provision which allowed the Association or the Board an opportunity to request a reopener that did not have a financial impact.

The Association notified the Board within the time limits of the contract that they wished to discuss Section 7.0 Entire Agreement. Under this section of the contract, it states that the agreement signed by the Board and the Association was the Entire Agreement whether or not there were subjects or matters that were not within the knowledge or contemplation of either the Board or the Association at the time they signed the agreement. This clause is normally known as the “zipper clause”.

Language similar to this has been discussed and been the subject of negotiation and litigation. Upon the advice of our attorney, the Board agreed to remove the language concerning matters not within the knowledge or contemplation of either party. This complies with the current understanding of the validity of zipper clauses.

In addition, the Board agreed to changes in Section 12.2.2 dealing with seniority. If a faculty member within the bargaining unit took a position with the Board and then subsequently returned, that faculty member would retain his or her seniority within the bargaining unit. This conforms to the current policy of the Board.

Section 12.2.3 deals with Reductions in Force. The contractual change states that the Board will comply with State law dealing with reductions in force and that such reductions in force shall not be subject to the grievance or arbitration procedures as set forth in other sections of the contract. This provision also complies with current practices of the Board and the Association.

I would ask that the Board approve the Memorandum of Agreement between the Board and the Association dealing with Section 7.0, Section 12.2.2, and Section 12.2.3. The Memorandum of Agreement is attached.

TLB/rs  
Attachment

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Acquisition and Disposition of Property**

**Agenda Item #18**

**Other Items**

**Agenda Item #19**

**Adjournment**

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

	Funding Source	Estimated Budget								
FCC Classroom Remodeling	Local	\$392,000								
FCC Parking Lot	CDB	\$207,300								
<b>GRAND TOTAL</b>		<b>\$599,300</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

10/31/2011