

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES  
MONTHLY MEETING**

**October 20, 2009**



**Location:**

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

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

*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**

**October 20, 2009**

**7:00 p.m.**

**Lincoln Trail College**

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
    - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
  - A. Policy 100.16 – Policy to Address a Complaint
  - B. Policy 500.18 – Transfer Degree Educational Guarantee
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Lawrence County Enterprise Zone Extension ..... Bruce
  - B. Disaster Relief Funds from DCEO ..... Bruce
  - C. Articulation Agreement with Lakeview College of Nursing ..... Pampe
  - D. General Accounting Standards Board..... Browning
  - E. Certificate of Compliance ..... Bruce
  - F. Certificate of Tax Levy ..... Bruce
  - G. Resolution in Support of MAP Grant ..... Bruce
  - H. Electrical Purchase Power Agreement..... Bruce
  - I. Equalization Eligibility for Special Tax Levy ..... Bruce
  - J. Diesel Program Student Uniform Fee Increase ..... Bruce
  - K. Agreement with Ridgeview Telephone Company – WVC Radio Tower..... Bruce
  - L. Teen Parent Contract with Board of Control (Clay, Jasper, Richland & North Wayne)... Bruce

- M. Affiliation Agreement with Crawford Memorial Hospital – EP Emergency Response .... Bruce
- N. Affiliation Agreement with Clay County Hospital – EP Emergency Response..... Bruce
- O. Affiliation Agreement with Lawrence County Memorial Hospital – EP Emergency Response ..... Bruce
- P. Affiliation Agreement with Wabash General Hospital – EP Emergency Response ..... Bruce
- Q. Affiliation Agreement with Office of Dr. Rachel Winters – Medical Assistant ..... Bruce
- R. Affiliation Agreement with Newton CVS – Pharmacy Technician..... Bruce
- S. Affiliation Agreement with Clay County Medical Clinic – Medical Office Assistant and Administrative Information Technology ..... Bruce
- T. Affiliation Agreement with Renal Life Link, Inc. – Medical Office Assistant ..... Bruce
  
- 9. Bid Committee Report ..... Bruce
  - A. None
  
- 10. District Finance
  - A. Financial Report..... Browning
  - B. Approval of Financial Obligations..... Browning
  
- 11. Chief Executive Officer’s Report ..... Bruce
  
- 12. Executive Session ..... Bruce
  
- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes ..... Bruce
  - B. Audio Executive Session Minutes..... Bruce
  
- 14. Approval of Personnel Report ..... Bruce
  
- 15. Collective Bargaining ..... Bruce
  
- 16. Litigation..... Bruce
  
- 17. Acquisition and Disposition of Property..... Bruce
  
- 18. Other Items
  
- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in Foundation Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, September 15, 2009.

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

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

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

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
Jack Davis, President of Olney Central College.  
Matt Fowler, President of Wabash Valley College.  
Timothy Taylor, President of Frontier Community College.  
Beverly Turkal, President of Lincoln Trail College.  
Roger Browning, Chief Finance Officer/Treasurer.  
Tara Buerster, Director of Human Resources.  
Christine Cantwell, Associate Dean of Academic & Student Support Services.  
Alex Cline, Director of Information & Communications Technology.  
Kathleen Pampe, Associate Dean, Career Education & Economic Development.  
Pamela Schwartz, Associate Dean of Institutional Development.  
Renee Smith, Executive Assistant to CEO.  
George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office  
DOC – Department of Corrections  
FCC – Frontier Community College  
HLC – Higher Learning Commission  
ICCB – Illinois Community College Board  
ICCTA – Illinois Community College Trustees Association  
IECC – Illinois Eastern Community Colleges  
IECEA – Illinois Eastern Colleges Education Association  
LCC – Lawrence Correctional Center  
LTC – Lincoln Trail College  
LWIB – Local Workforce Investment Board

OCC – Olney Central College  
PHS – Protection, Health & Safety  
RCC – Robinson Correctional Center  
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, August 18, 2009 were presented for disposition.

**Board Action to Approve Minutes:** Student Trustee Carter Wilkinson 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 – “Recognition of Visitors & Guests”** –

**#3-A. Visitors & Guests:** Visitors & guests present were recognized, including several college staff members. New staff members at FCC were introduced to the Board of Trustees.

**#3-B. IECEA Representative:** Dan Tahtinen was present, representing the Illinois Eastern Colleges Education Association (IECEA).

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

**AGENDA #5 – “Reports”** –

**#5-A. Report from Trustees:** Trustee Michael Correll reported on the dedication of the McCoy Building in Robinson. There was a good turnout from the community.

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

**#5-C. Report from Cabinet:** George Woods reported on plans to build a mine tunnel, with grant funding.

**#5-D. FCC Special Presentation on eLounge:** Jeff Cutchin, Coordinator of Instructional Services, has developed a living framework for a faculty eLounge. This provides faculty with timely and easily accessible instruction and administrative information in an electronic format that uses Angel as a distribution medium. As examples, faculty can view steps on how to complete a 10-day roster, the FCC directory, and a video on student assessment. Also posted are college policies, procedures, calendars and other information. It is anticipated that the eLounge project will continue to grow over the next several semesters. It will eventually reach the point that most new information added will be aimed at improving the quality of instruction.

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

**#6-A. Human Resources 400.20 Family Medical Leave Policy Revision:** Illinois Eastern Community College District #529 complies fully with the federally mandated Family and Medical Leave Act (FMLA). Historically, the Board is apprised of requests of FMLA and takes Board action by approving the Personnel Report on a monthly basis. The District approves

between three and five requests per year. The district's attorney has suggested that the process of approval be changed to more fully comply with requirements of confidentiality. The proposed change addresses these concerns. Under the new policy, the Board will grant authority to the CEO to approve Family Medical Leave so long as a request is received in a timely fashion, meets current requirements, and is approved by both the CEO and the Director of Human Resources. Under the change, the CEO will annually report to the Board the number of FMLA leaves granted, along with a summary of the nature of the request and the reason for the approval. The Board reserves the right to inquire of the CEO and the Director of Human Resources the number of FMLA leaves granted.

(Note: A copy of the entire Family Medical Leave Policy 400.20, as revised, was presented and is by this reference made a part of the permanent records of this community college district.)

**Recommendation:** The CEO recommended that second reading be waived and that the revised Human Resources Policy 400.20, Family Medical Leave, be adopted as presented.

**Board Action:** Trustee Brenda Culver made a motion to waive second reading and adopt the changes as outlined to Family Medical Leave Policy 400.20 as recommended. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #7- "Policy Second Readings"** – None.

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

**#8-A. 2009 Fact Book:** Chris Cantwell reviewed the 2009 IECC Fact Book, which has been developed to provide an annual compilation of basic information about the community college district. The book gathers information from various sources into one central document regarding students, enrollment history, degrees and certificates granted, financial aid received and distributed, and the district's annual budgets and operation. The time period covered, in most cases, is academic year 2008-2009. The CEO recommended that the Board of Trustees accept the 2009 IECC Fact Book as presented.

**Board Action:** Trustee Brenda Culver made a motion to accept the 2009 IECC Fact Book as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Joint Agreement with Southwestern Illinois College:** Chris Cantwell reviewed the Joint Agreement for Education Cooperation between IECC and Southwestern Illinois College, District #522, in Belleville, Illinois. Changes and updates to this agreement from last year are:

IECC added:

Electrical Distribution Systems, Certificate  
Industrial Management, AAS Degree

Pharmacy Technician, Certificate

Southwestern Illinois College removed:

Health Information Technology, AAS Degree

Southwestern Illinois College, District #522, agrees to accept students from IECC, District #529, in the following programs:

Aviation Maintenance Technology, AAS Degree  
Aviation Pilot Training, AAS Degree/Certificates  
Construction Management Technology, AAS Degree  
Fire Science, AAS Degree/Certificates  
Industrial Pipefitting, AAS Degree/Certificate  
Paralegal Studies, AAS Degree  
Paramedic, AAS Degree  
Physical Therapist Assistant, AAS Degree  
Respiratory Care, AAS Degree  
Sign Language/Basic Communication, Certificate  
Sign Language/Interpreter, AAS Degree  
Ward Clerk, Certificate of Completion

IECC, District #529, agrees to accept students from Southwestern Illinois College, District #522, in the following programs:

Professional Ag Applicator, Certificate  
Agricultural Technology/Business, AAS Degree  
Agricultural Technology/Production, AAS Degree  
Automotive Service Specialist, Certificate  
Automotive Service Technology, AAS Degree/Certificate  
Automotive Service Tech II, Certificate  
Computer Telephony, Certificate  
Diesel Equipment Technology, AAS Degree  
Electrical Distribution Systems, Certificate  
Engine Performance Specialist, Certificate  
Industrial Management, AAS Degree  
Interconnect Technician, Certificate  
OSP Technician, Certificate  
Pharmacy Technician, Certificate  
Radio/TV Broadcasting, AAS Degree  
Telecommunications Technology, AAS Degree

Recommendation: The CEO recommended approval of the Cooperative Agreement with Southwestern Illinois College as presented.

**Board Action:** Trustee Walter Koertge made a motion to approve the Cooperative Agreement with Southwestern Illinois College as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brenda Culver, Michael Correll, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustee John Brooks voted “present.” Trustees voting nay:

None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Joint Agreement with Lake Land College:** Chris Cantwell reviewed the Joint Agreement for Education Cooperation between IECC and Lake Land College, District #517, in Mattoon, Illinois. Changes and updates to this agreement from last year are:

IECC added:

Associate in Fine Arts – Music Education, AFA  
Associate in Fine Arts – Music Performance, AFA  
Welding and Cutting, Certificate

IECC, District #529, agrees to accept students from Lake Land College, District #517, in the following programs:

Collision Repair Technology (Olney Central), AAS  
Pharmacy Technician (Lincoln Trail), Certificate

Lake Land College, District #517, agrees to accept students from IECC, District #529, in the following programs:

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

Recommendation: The CEO recommended approval of the Cooperative Agreement with Lake Land College as presented.

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

**#8-D. Certification of Chargeback:** The CFO reviewed the Illinois Community College Board Certification of Chargeback form for fiscal year 2010. The out-of-district cost per semester hour is \$198.15. Chargeback reimbursement per semester credit hour is \$89.59. Cost per semester credit hour for out-of-state and international students is \$249.04. The CEO recommended approval of the Certification of Chargeback document as presented.

**Board Action:** Trustee Michael Correll made a motion to adopt the ICCB Certification of Chargeback document for FY2010 as presented and recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None.

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

**#8-E. 2009 Estimated Tax Levy Resolution:** The CFO reviewed the Estimated Tax Levy Resolution. The CEO recommended adoption of the following resolution regarding estimated amounts necessary to be levied in 2009.

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2008 was:

Education Purposes, \$2,113,868  
Operations and Maintenance Purposes, 905,942  
Liability Insurance, Workers' Compensation, Unemployment  
Insurance, Property Insurance and Medicare Contributions, 431,421  
Audit, 50,363  
Other, 0  
Total, \$3,501,594

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2009 is as follows:

Education Purposes, \$2,450,000  
Operations and Maintenance Purposes, 1,050,000  
Liability Insurance, Workers' Compensation, Unemployment  
Insurance, Property Insurance and Medicare Contributions, 420,000  
Audit, 60,000  
Other, 0  
Total, \$3,980,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide data in the Notice concerning the levies made for debt service made

pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2008 was \$1,595,120; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2009 is \$1,563,781.

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

**Section 1:** The aggregate amount of taxes estimated to be levied for the year 2009 is \$3,980,000.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2009 does exceed 105% of the taxes extended by the district in the year 2008.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2009 for debt service is a 2% decrease over the taxes extended for debt service for 2008.

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

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

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

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

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2009 will be held on October 20, 2009 at 6:00 p.m. at Lincoln Trail College, Robinson, Illinois.

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

- II. The corporate and special purpose property taxes extended or abated for the year 2008 were \$3,501,594.

The proposed corporate and special purpose property taxes to be levied for 2009 are \$3,980,000. This represents a 13% increase over the previous year extension.

- III. The property taxes extended for debt service for 2008 were \$1,595,120.

The estimated property taxes to be levied for debt service and public building commission leases for 2009 are \$1,563,781. This represents a 2% decrease over the previous year.

- IV. The total property taxes extended or abated for 2008 were \$5,096,714.

The estimated total property taxes to be levied for 2009 are \$5,543,781. This represents an 8% increase over the previous year extension.

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

**Board Action:** Trustee John Brooks made a motion to adopt the 2009 Estimated Tax Levy Resolution as recommended. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Resolution Establishing Tax Levy Hearing:** The CEO recommended adoption of the following resolution providing for a tax levy hearing:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2009 for taxes due and collectible in 2010:

1. Date of Fiscal Year: July 1, 2010 – June 30, 2011.
2. Publication of Notice of Public Hearing on Tax Levy: After October 6, 2009 and before October 13, 2009.

3. Public Hearing on Tax Levy: October 20, 2009, at the hour of 6:00 p.m. to 6:30 p.m., local time, Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois.

4. Adoption of Tax Levy: October 20, 2009, following the Public Hearing.

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

**#8-G. FY2009 Audit:** The Illinois Community College Board (ICCB) requires the Board of Trustees to complete and approve an annual audit and that it be forwarded to the ICCB for filing by October 15th. The audit was presented in draft form for the Board's consideration.

The Audit Committee, comprised of Trustee Marilyn Wolfe and Trustee John Brooks, met with the Chief Executive Officer, the Chief Finance Officer, and the independent auditors on September 9, 2009. The draft audit was reviewed in detail. The audit indicated that there were no adverse findings and that the District had ended the year in conformity with generally accepted accounting principles. The Audit Committee reported to the Board of Trustees on its review of the audit and its meeting with the auditors.

The auditing firm assured the Audit Committee that all financial statements provided in the draft audit are accurate and will not be changed to any significant degree in the final audit. The CEO recommended that the Board adopt the following resolution to accept the audit when finalized and to authorize the completed audit be forwarded to the Illinois Community College Board.

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

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

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

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

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

**Board Action:** Trustee Walter Koertge made a motion to accept the draft report of the FY2009 audit and to adopt the foregoing resolution to authorize the CEO to submit the final annual financial audit as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student

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

**#8-H. FY2010 Budget:** Following discussion, the CEO recommended adoption of the following resolution approving the FY2010 budget.

Budget of Illinois Eastern Community Colleges, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

WHEREAS the Board of Trustees of Illinois Eastern Community Colleges, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 15<sup>th</sup> day of September, 2009, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with:

NOW, THEREFORE, be it Resolved by the Board of Trustees of said district as follows:

Section 1. That the fiscal year of the Community College District be and the same hereby is fixed and declared to be beginning July 1, 2009 and ending June 30, 2010.

Section 2. That the following budget containing an estimate of amounts available in each Fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this Community College District for the said Fiscal Year.

#### SUMMARY STATEMENT OF OPERATING FUNDS – REVENUES AND EXPENDITURES

EDUCATION FUND: Revenue 27,958,877; Expense 27,958,877; Excess (Deficiency) 0; Reserve for Contingencies (426,462); Transfer-In 45,000; Transfer-Out (1,074,142); Cash Balance Beginning of Year 1,455,604; Cash Balance End of Year 0.

OPERATIONS & MAINTENANCE FUND: Revenue 3,489,073; Expense 4,489,073; Excess (Deficiency) (1,000,000); Reserve for Contingencies (1,141,008); Transfer-In 0; Transfer-Out 0; Cash Balance Beginning of Year 2,141,008; Cash Balance End of Year 0.

TOTAL OPERATING FUNDS: Revenue 31,447,950; Expense 32,447,950; Excess (Deficiency) (1,000,000); Reserve for Contingencies (1,567,470); Transfer-In 45,000; Transfer-Out (1,074,142); Cash Balance Beginning of Year 3,596,612; Cash Balance End of Year 0.

#### SUMMARY STATEMENT OF SPECIAL FUNDS

OPERATIONS & MAINTENANCE FUND RESTRICTED: Revenue 0; Expense 687,567; Excess (Deficiency) (687,567); Reserve for Contingencies (334,230); Cash Balance Beginning of Year 1,021,797; Cash Balance End of Year 0.

BOND & INTEREST FUND: Revenue 1,595,120; Expense 1,595,120; Excess (Deficiency) 0; Reserve for Contingencies (248,644); Cash Balance Beginning of Year 248,644; Cash Balance End of Year 0.

AUXILIARY FUND: Revenue 3,217,173; Expense 5,495,280; Excess (Deficiency) (2,278,107); Reserve for Contingencies (976,054); Transfer-In 1,074,142; Transfer-Out 0; Cash Balance Beginning of Year 2,180,019; Cash Balance End of Year 0.

WORKING CASH FUND: Revenue 50,000; Expense 0; Excess (Deficiency) 50,000; Reserve for Contingencies (105,000); Transfer-Out (45,000); Cash Balance Beginning of Year 2,290,000; Cash Balance End of Year 2,190,000.

AUDIT FUND: Revenue 50,000; Expense 50,127; Excess (Deficiency) (127); Cash Balance Beginning of Year 127; Cash Balance End of Year 0.

LIABILITY & PROTECTION FUND: Revenue 430,000; Expense 1,667,376; Excess (Deficiency) (1,237,376); Reserve for Contingencies 0; Cash Balance Beginning of Year 1,237,376; Cash Balance End of Year 0.

**Board Action:** Trustee Marilyn Wolfe made a motion to adopt the budget for Illinois Eastern Community Colleges District No. 529 for fiscal year 2010 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. Agreement with Lawrence County Votech Center – Lawrenceville:** Lawrenceville has developed the Lawrence County Votech Center through contributions provided by Frank Ladner, who has made the facility available to the District for its use in automotive service training. Dr. Tim Taylor, President of Frontier Community College has met often with Mr. Ladner and the Votech instructors and has developed an Automotive Specialist Program that can be taught at the Votech Center.

**Recommendation:** The CEO recommended Board approval of the following agreement to formalize the relationship between the IECC District and the Votech Center:

**Illinois Eastern Community College District #529, Frontier Community College, Automotive Service Specialist Certificate Program, Contract Agreement for Shared Program**

THIS AGREEMENT made and entered into this 15th day of September, 2009 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its Automotive Service Specialist Certificate Program and LAWRENCE COUNTY VOTECH CENTER, Lawrenceville, Illinois (hereinafter referred to as VOTECH). WITNESSETH THAT:

WHEREAS, DISTRICT desires to make use of VOTECH'S facilities and staff for Automotive Education by students of the Automotive Service Specialist Certificate Program for DISTRICT, and

WHEREAS, VOTECH has agreed to make its facilities and staff available to the automotive students of DISTRICT 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. VOTECH will provide instruction, program staff, equipment, classroom space, and lab space sufficient to meet the curriculum as established by DISTRICT and approved by the Illinois Community College Board.

2. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; advising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines.

3. Persons enrolled and provided instruction at VOTECH shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract.

4. VOTECH will be responsible for the supervision of all VOTECH employees that participate in the program.

5. DISTRICT will reimburse VOTECH for each full-time student who remains enrolled at mid-term for a DISTRICT course, in the amount of \$62 per course credit hour. These payments will constitute the entire cost of the contract to DISTRICT. Payments to VOTECH shall be made following the completion of mid-term of the Fall Semester and completion of mid-term of the Spring Semester of each academic year. In the event that instruction is provided during the Summer Term or Intersession, payments to VOTECH shall be made following the completion of mid-term for the Summer Term or Intersession of each academic year.

6. DISTRICT shall be responsible for enrollment of students in the Automotive Service Specialist program. DISTRICT shall admit students to the program without discrimination against anyone on the basis of race, color, religion, gender, age, disability, national origin, or veteran status.

7. An annual review may be requested in June by either party. A review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete course requirements. Upon request for termination by either party, no new students shall be enrolled.

8. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

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

**#8-J. Establishment of Investment Committee for 403b Funds:** The District operates a 403b fund for employees of the District. The Board approved utilizing the services of The Standard for operation of the 403b fund to which employees can contribute. Under IRS regulations concerning the operation of 403b funds, the IRS placed limited fiduciary responsibilities upon the District to monitor the performance of 403b funds invested. A quarterly report is provided to the District which reviews each investment opportunity against all similar investments to see whether or not the funds approved are performing appropriately.

In the event that a fund is not meeting performance standards, a recommendation is made to the District to change the investment portfolio. These changes are required to be made on a more immediate basis than the monthly meetings of the Board allow. An investment committee for 403b funds has been appointed and is comprised of the CEO, the CFO, the Director of Human Resources, and the Presidents of each of the colleges. This group met on September 1, 2009 and reviewed the recommendations relating to fund performance. The group approved replacing the investment "American Century Real Estate Investment" with "First American Real Estate Y" as recommended by The Standard. The committee will prepare an annual report to the Board in January of each year on actions taken in the prior calendar year.

The CEO recommended approval of the action taken on September 1 by the Investment Committee for 403b Funds.

**Board Action:** Trustee John Brooks made a motion to approve the action taken on September 1 relative to investments for 403b Funds as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Bus Leases for Wabash Valley College:** Wabash Valley College currently operates two 15-passenger vans that have high mileage that require numerous repairs. They should be removed from service and replaced. President Matt Fowler wants to institute the use of small buses as opposed to the use of 15-passenger vans. These buses will be diesel and can be repaired by the Diesel Mechanic Program students at Wabash Valley College. Purchase of these buses could result in savings to the District. The Wabash Valley College Foundation has agreed to purchase the buses and lease them to the District. The CEO recommended approval of two leases with option to purchase, the leases outlined as follows:

(1) This agreement entered into the \_\_\_\_ day of September, 2009, by and between the Wabash Valley College Foundation, Mt. Carmel, Illinois, hereinafter referred to as "Lessor" and Illinois Eastern Community Colleges, Olney, Illinois, hereinafter referred to as "Lessee". The parties hereto desire to enter into Agreement whereby Lessor shall provide to Lessee the following described property:

2004 Ford E-350 Glaval Diesel bus, 106,500 miles, VIN 1FDXE35P64HA86078.

The consideration to be paid for the lease shall be \$22,840, plus 4.45% simple interest to reflect a total lease amount, including interest, of \$26,328.59, payable as follows: Six payments of \$4,388.10, to be due and payable on the 15<sup>th</sup> day of July 2010, 2011, 2012, 2013, 2014 and 2015. The final payment, due July 15, 2015, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments. Lessee is hereby given the option of purchasing the above referenced vehicle for an additional one dollar (\$1.00) to be paid with the final payment.

(2) This agreement entered into the \_\_\_\_ day of September, 2009, by and between the Wabash Valley College Foundation, Mt. Carmel, Illinois, hereinafter referred to as "Lessor" and Illinois Eastern Community Colleges, Olney, Illinois, hereinafter referred to as "Lessee". The parties hereto desire to enter into Agreement whereby Lessor shall provide to Lessee the following described property:

2005 Ford E-450 Turtle Top Terra Transit Diesel bus, 110,000 miles, VIN 1FDXE45P85HA10292

The consideration to be paid for the lease shall be \$24,850, plus 4.45% simple interest to reflect a total lease amount, including interest, of \$28,648.62, payable as follows: Six payments of \$4,774.77, to be due and payable on the 15<sup>th</sup> day of July 2010, 2011, 2012, 2013, 2014 and 2015. The final payment, due July 15, 2015, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments. Lessee is hereby given the option of purchasing the above referenced vehicle for an additional one dollar (\$1.00) to be paid with the final payment.

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

**#8-L. Affiliation Agreement with Southern Illinois Primary Care Associates – Albion:** IECC wishes to enter into an affiliation agreement with Southern Illinois Primary Care Associates, located in Albion, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program and the Administrative Information Technology Program with Southern Illinois Primary Care Associates, Albion, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-M. Affiliation Agreement with Richland County Circuit Clerk – Olney:** IECC wishes to enter into an affiliation agreement with the office of the Richland County Circuit Clerk, located in Olney, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program and the Administrative Information Technology Program with the office of the Richland County Circuit Clerk, Olney, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-N. Affiliation Agreement with Mt. Erie Elementary School – Mt. Erie:** IECC wishes to enter into an affiliation agreement with Mt. Erie Elementary School, located in Mt. Erie, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program and the Administrative Information Technology Program with Mt. Erie Elementary School, Mt. Erie, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-O. Affiliation Agreement with Marshall Clinic – Marshall:** IECC wishes to enter into an affiliation agreement with the Marshall Clinic, located in Marshall, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

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

**#8-P. Affiliation Agreement with Richland County Health Office – Olney:** IECC wishes to enter into an affiliation agreement with Richland County Health Office, located in Olney, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program and the Administrative Information Technology Program with Richland County Health Office, Olney, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-Q. Affiliation Agreement with Southeastern Illinois Counseling Center – Olney:** IECC wishes to enter into an affiliation agreement with Southeastern Illinois Counseling Center, located in Olney, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program and the Administrative Information Technology Program with Southeastern Illinois Counseling Center, Olney, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-R. Affiliation Agreement with Clay County Health Department – Flora:** IECC wishes to enter into an affiliation agreement with Clay County Health Department, located in Flora, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program and the Administrative Information Technology Program with Clay County Health Department, Flora, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9– “Bid Committee Report”** – None.

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

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$6,058,191.41, as of August 31, 2009.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for September 2009, totaling \$1,052,245.19, 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 September 2009, in the amounts listed, and payments from the revolving fund for August 2009. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – CEO Terry Bruce presented an update on state finances.

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

**AGENDA #13 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, August 18, 2009.

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

**400.1. Employment of Personnel**

A. Faculty

1. Catherine Ross, Nursing Instructor, effective October 19, 2009.

**400.2. Special Assignment**

A. Academic

1. Kimberley Stevens, Phi Theta Kappa Advisor, \$400 for 2009-2010.

**400.3. FMLA Leave Request**

A. Part-Time Hourly

1. JoAnne Waggoner, Part-Time Coordinator/Tutor, OCC, Family Medical Leave, effective September 8, 2009, with up to 12 weeks of leave. The requested leave is unpaid, without benefits, and subject to periodic reports of status.

**400.4. Leave of Absence Approved by CEO since August 18, 2009**

A. None.

**400.5. Request for Approval of Proposed Non-College Employment**

A. Faculty

Cheryl Dill, Richland Memorial Hospital, Olney, IL, approximate time per academic year 18 days/144 hours.

Judy Hudson, The Women’s Hospital, Newburgh, IN, approximate time per academic year 20 days/160 hours.

**Personnel Report Addendum**

**400.6. Change in Status**

A. Classified

1. Gayle Zaring, Library Assistant, LTC, to Administrative Assistant, LTC, effective September 16, 2009.

**400.7. Special Assignment**

A. Academic

1. Lisa Benson, Environmental Scan Project, \$1,200 for 2009-2010.

**400.8. FY09-10 Educational Level Changes**

A. Faculty

Alan O'Keefe, from B+16 to M, \$1,000.

**400.9. Request for Approval of Proposed Non-College Employment**

A. Faculty

Mary Doerner, Evansville Surgery Center, Evansville, IN, approximate time per academic year 12 days/120 hours.

Lori Phillips, Carmi Medical Center, Carmi, IL, approximate time per academic year 28 days/280 hours.

**#14-A. Board Action to Amend Personnel Report:** Trustee John Brooks made a motion to amend the Personnel Report, to add an addendum containing Sections 400.6, 400.7, 400.8, and 400.9 as recommended. Student Trustee Carter Wilkinson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

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

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

**AGENDA #16 – "Litigation"** – None.

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

**AGENDA #18– "Other Items"** – None.

**AGENDA #19 – "Adjournment"** – Trustee John Brooks made a motion to adjourn. Student Trustee Carter Wilkinson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 9:20 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)**

**Policy 100.16 – Policy to Address a Complaint**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Policy Revision – Policy to Address a Complaint 100.16

The District's current Policy to Address a Complaint is contained in two sections of the policy manual. Section 500.18 deals with our current Student Appeal Policy, but this appeal process is also addressed in Policy 100.16. During the Higher Learning Commission visit for accreditation in 1995, the visiting team questioned the District's complaint policy and a section was added.

Over the intervening years, it is clear that the Policy to Address a Complaint contained in 100.16 is the appropriate language to use and the necessity of continuing to have Student Appeal Policy 500.18 included causes confusion for both students, faculty, and the administration.

Therefore, it is proposed that the Student Appeal Policy 500.18 be eliminated and that Policy to Address a Complaint contained in 100.16 be the Board's policy in the future.

I have included the language of both Policy 500.18 and Policy 100.16 for the Board's review and comparison.

I ask for the approval of the changes to the Policy Manual.

TLB/rs

Attachment

**Policy to Address a Complaint (100.16)**

Date Adopted: November 17, 1998

Revised and Combined with Policy 500.18: October 20, 2009

This policy applies to all employees, faculty, and students of Illinois Eastern Community Colleges District 529 except for sexual harassment complaints, student readmission petitions, and grievances under the faculty collective bargaining contract. The purpose is to provide for the prompt and equitable resolution of complaints.

Employees and students are entitled to due process and have the right to their own legal counsel at any time they are being questioned by the administration or Board of Trustees. They shall have the right to appeal a decision made by a supervisor or administrative officer to the next higher authority and through appropriate successive steps to the Chair of the Board of Trustees or his/her designee. Participants in this process shall not be subjected to reprisals or retaliation because of such participation.

Days are defined as days in which the district office and the colleges are normally open to conduct business. The time limits prescribed for each step shall be adhered to unless there has been mutual agreement between the complainant and the administrator to extend the time limits. Failure by the administration at any step of the process to communicate the decision on a complaint within the specified time limit shall permit the complainant to proceed to the next step. Failure on the part of the complainant to appeal the decision to the next step within the specified time limits shall be deemed to be an abandonment of the complaint.

**Employees** shall follow the steps defined below for complaints other than sexual harassment complaints and grievances under the faculty collective bargaining contract.

- Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her immediate supervisor. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.
- Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the college President. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. Employees reporting directly to the Chief Executive Officer shall advance to Step 3; employees reporting directly to the Board of Trustees shall advance to Step 4. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.
- Step 3: Within five days of receipt of the response under Step 2, the complainant shall file his/her appeal with the Chief Executive Officer. A written response shall be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 4 shall apply.
- Step 4: Within five days of receipt of the response under Step 3, the complainant shall file his/her appeal with the Chair of the Board of Trustees, or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five working days of receipt of the complaint or appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

**Students** shall follow the steps defined below for complaints other than sexual harassment complaints and readmission petitions. These complaints include, but are not limited to, academic, grading, and institutional decisions which directly affect a student. Readmission petitions are governed by procedures detailed in the section on readmission in the college catalog.

Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her instructor or service provider. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.

Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the Dean of the College/Instruction. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.

Step 3: Within five days of receipt of the response under Step 2, the complainant shall file an appeal with the President. The President shall appoint an Appeal Committee composed of two students, two faculty members, and one administrator. The Committee's recommendation will be forwarded to the President within ten days. The President will render a written decision concerning the appeal within five days from receiving the Committee's recommendation. If the matter is not resolved, then Step 4 shall apply.

Step 4: Within five days of receipt of the response under Step 3, the complainant may file an appeal with the Chief Executive Officer. A written response will be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 5 shall apply.

Step 5: Within five days of receipt of the response under Step 4, the complainant may file an appeal with the Chair of the Board of Trustees or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five days of receipt of the appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

## STUDENT PERSONNEL - 500

### **Student Appeal Policy (500.12)**

Date Adopted: December 19, 1989

Procedures are to be developed to apply in instances where students wish to review academic or grading decisions or other institutional decisions which directly affect a student or students and over which the District has jurisdiction.

#### 500.12 Student Appeal Policy (Procedure Manual)

#### **Procedure - Student Appeal**

This procedure does not apply to readmission petitions, which are governed by procedure detailed in the section on readmission in the college catalogs.

The following procedures are applicable in instances where students wish to review academic or grading decisions or other institutional decisions which directly affect a student or students and over which the College District has jurisdiction.

1. Within 10 days of the notification of a grade or the occurrence of an incident, the student should meet informally with the individual with whom the matter originated.
2. If the matter is not resolved in Step 1, the student may file a formal written appeal within 10 days from Step 1. The appeal should be filed with the administrator directly responsible for the area from which the grade or incident originated.
3. If the appeal is not resolved in Step 2 within 10 days, the student may appeal to the Dean of the College. The appeal must be made in the department in which the incident occurred.
4. If the appeal is not resolved in Step 3 within 10 class days, the student may appeal to an Appeal Committee appointed by the Dean of the College. The Appeal Committee will be composed of two students, two faculty members, and one administrator. The Committee's recommendation will be forwarded within 10 class days to the College President.
5. After receiving the Appeal Committee's recommendation, the College President will render a decision concerning the appeal. The decision of the President shall be final and binding.

**Agenda Item #6B**

**Policy 500.18 – Transfer Degree Educational Guarantee**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Transfer Degree Educational Guarantee – Policy 500.18

Since 1994, IECC has had a policy in place that guaranteed the transferability of our courses to Illinois colleges and universities if a student completed a degree at one of the IECC colleges.

The Board has added the degree of Associate of Science and Arts Degree and that degree was not included in the educational guarantee.

I would ask the Board's approval of this policy change that will include within the transfer degree educational guarantee the District's Associate of Science and Arts Degree.

TLB/rs

Attachment

## STUDENT PERSONNEL - 500

### Transfer Degree Educational Guarantee (500.18)

Date Adopted: April 19, 1994

Revised: October 20, 2009

Illinois Eastern Community Colleges, hereinafter referred to as "IECC," as an expression of confidence in the faculty and staff and as a commitment to its students, shall guarantee to the public the educational effectiveness of its transfer programs of instruction.

IECC shall guarantee the transferability of pre-baccalaureate/university-parallel credit courses to public senior Illinois colleges and universities for each student who completes the Associate in Arts degree, Associate in Science degree or Associate of Science and Arts degree. If such Illinois Community College Board-approved courses and credits do not fully transfer for lower division level (freshmen/sophomore) credit, IECC shall refund to the degree completion student the tuition actually paid by the student for the non-transferring credits or, at the student's option, offer additional IECC coursework at no cost to the student, subject to the following criteria:

1. the application for a refund or additional coursework must be submitted within one (1) calendar year of graduation with an Associate in Arts degree, Associate in Science, or Associate in Science and Arts degree from IECC;
2. the course must have been completed with a grade of "C" or better;
3. the tuition refund will be based upon the tuition actually paid by the student at the time of enrollment;
4. the student must have met with an authorized IECC advisor, declared a major, identified the public Illinois transfer college or university prior to taking courses, and taken only those IECC courses approved in writing by the IECC advisor. Unapproved courses and courses taken for personal interest are not guaranteed;
5. the student must have transferred to the declared college or university in the State of Illinois within one (1) year of having graduated from IECC with an Associate in Arts, an Associate in Science degree, or an Associate in Science and Arts degree; and,
6. the student must submit a claim within sixty (60) days of being notified by the transfer institution that a course had been refused for credit stating **reasons** for the refusal offered by the institution, and include the **name, position, address,** and **telephone** number of the person notifying the student of the refusal, and include copies of all correspondence or documentation provided by the transfer institution.

The college will first attempt to resolve the issue with the transfer institution. If favorable resolution is not achieved within ninety (90) days, the reimbursement of tuition or additional IECC coursework will be authorized. Furthermore, the sole recourse available to participants enrolled pursuant to this guarantee shall be limited to an amount equal to the course tuition at the time of enrollment or enrollment in coursework equal in credit hours to unacceptable credit hour courses, not to exceed a total of fifteen (15) credit hours, with no recourse for damages, court costs, or any associated costs of any kind or right to appeal beyond those specified by Illinois Eastern Community Colleges. This guarantee is given in lieu of any other guarantee expressed or implied.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Lawrence County Enterprise Zone Extension**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Lawrence County Enterprise Zone Extension

In February of 1990, Lawrence County created an enterprise zone. The zone was expanded in 1997 and in 1999. The original enterprise zone involved only industrial and commercial and abated taxes within the enterprise zone for six years. In 1997, that waiver of taxes was increased to ten years and a commercial five year rate was added. In 1999, a graduated five year rate was added for new residential property.

The enterprise zone has asked the Board of Trustees to approve an expansion and extension to the existing enterprise zone. The enterprise zone would like:

- to have the termination date extended from 12-31-2010 to 12-31-2020 and
- to add territory including the south end of Sumner, the Red Hill Raceway, and
- to three areas in the City of Lawrenceville, and
- to delete a portion of the old Texaco Refinery now owned by Chevron, and
  - to put in place a new graduated tax abatement schedule with industrial rates at both ten year graduated and six year graduated and
  - to add commercial rates at both 5 year graduated and 6 year graduated and
  - to continue the new residential construction graduated rate at 5 years, and
  - to create a sales tax exemption for building materials for new construction, remodeling, rehab, additions and renovations within the enterprise zone.

This request substantially increases the amount of residential property within the enterprise zone, residential property within the City of Sumner and the Red Hill Raceway that would be excluded from property taxation by the District and exempts from sales tax all sales of building material for either new construction or rehabilitation construction.

The Board should closely review the attached document expanding both the size and purpose of this enterprise zone.

TLB/rs

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE EXTENSION OF THE  
TERMINATION DATE OF AN ENTERPRISE ZONE, THE ALTERATION OF  
THE BOUNDARIES OF AN ENTERPRISE ZONE, AND THE AMENDMENT OF  
THE BUILDING MATERIALS SALES TAX EXEMPTION OF AN ENTERPRISE  
ZONE.**

**WHEREAS**, the County of Lawrence, City of Lawrenceville, Illinois, City of Bridgeport, Illinois, and City of Sumner, Illinois have made it known to the Illinois Eastern Community College District, their intention of applying for a modification of the Enterprise Zone by and extending the termination date of the Enterprise Zone; and

**WHEREAS**, both the initial designation of an Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et. seq., as amended in the eventual success of an Enterprise Zone depend upon community support and the nature of incentives to be offered; and

**WHEREAS**, this public taxing authority finds that the Enterprise Zone designation will serve the economic interest of all local taxing authorities and the entire community by stimulating economic revitalization;

**NOW, THEREFORE, BE IT RESOLVED BY THE Illinois Eastern Community College District :**

Section 1: The Illinois Eastern Community College District, Illinois hereby approves the alteration and extension of the termination date of the Enterprise Zone to midnight of December 31, 2020, being the 30<sup>th</sup> calendar year from that year at which the Enterprise Zone was certified for its original term.

Section 2: The Illinois Eastern Community College District, Illinois hereby approves the alteration of the boundaries of the Enterprise Zone by adding the territory more fully described in Exhibit J and outlined on the map(s) marked Exhibit K, Exhibit L and Exhibit M, all of which exhibits are attached to this Resolution and made a part hereof.

Section 3: The Illinois Eastern Community College District, Illinois hereby approves the alteration of the boundaries of the Enterprise Zone by deleting from its boundaries the area of land described in Exhibit N and outlined on the map(s) marked Exhibit K and Exhibit O, all of which exhibits are attached to this Resolution and made a part hereof.

Section 4: The Illinois Eastern Community College District, Illinois further authorizes and directs the County Clerk to abate a portion of its taxes on real property located within the Enterprise Zone resulting from an increase in equalized assessed valuation which is attributable to the construction of improvements or to the renovation

or rehabilitation of existing improvements during the period of extension set forth in Section 1 above, subject to the following limitation:

- (a) The abatement shall apply to the taxes corresponding to an increase in equalized assessed valuation after improvements (either new construction or renovation or rehabilitation) have been duly assessed and said abatement shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements.
- (b) The abatement shall pertain only to that parcel within the Enterprise Zone which has been improved after the designation of the Enterprise Zone provided, however, that no such abatement shall be applicable to any such improvement project located within the boundaries of the Tax Increment Redevelopment Project District as set forth in Ordinance No. 89-1165, or any other Tax Increment Redevelopment Project District which may be hereafter located within the Enterprise Zone.
- (c) The abatement shall apply to Industrial Projects, Commercial Projects, and Residential Project pursuant to the abatement schedules set forth in the designating ordinances, as amended.
- (d) The abatement is allowed only for improvements (either new construction or renovation or rehabilitation for industrial and commercial projects, and new construction for residential projects), the nature and scope of which a Certificate of Eligibility has been obtained and approval has been given.

Section 5: The Illinois Eastern Community College District, Illinois authorizes and approves that the sales tax incentives or benefits within the Enterprise Zone, as amended, shall be expanded as follows: each Illinois retailer who makes a qualified sale of building materials to be incorporated into real estate in the Enterprise Zone by remodeling, rehabilitation, or new construction may deduct receipts from such sale from calculating the tax imposed by the State of Illinois under the Retailers Occupation Tax Act (35 ILCS 120/1 et seq.). For purposes of this Section, "qualified sale" shall include the sale of building materials that will be incorporated into real estate as part of industrial, commercial and residential projects (as hereinafter defined) and for which a Certificate of Eligibility for Sales Tax Exemption has been issued by the administrator of the Enterprise Zone in which the building project is located. The retailer must obtain from the purchaser a copy of the Certificate of Eligibility for Sales Tax Exemption issued by the administrator of the Enterprise Zone and to which the building materials will be incorporated. For purposes of this Section, industrial, commercial and residential projects shall be defined as follows:

- (a) Industrial projects shall include those projects for the primary use of the land and buildings for manufacturing, assembly, wholesale, or warehouse and distribution;
- (b) Commercial projects shall include those projects for the primary use of land and buildings for retail and service;

- (c) Residential projects shall include new construction projects for the primary use of the land and buildings for single-family dwellings and dwelling structures containing multiple units for more than one family, and for the renovation, rehabilitation or remodeling of such existing dwellings.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

COLLEGE

ILLINOIS EASTERN COMMUNITY  
DISTRICT

BY: \_\_\_\_\_  
Board Chairman

Attest:

\_\_\_\_\_  
Board Secretary

**Agenda Item #8B**

**Disaster Relief Funds from DCEO**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 20, 2009

RE: Illinois Department of Commerce and Economic Opportunity  
Federal Disaster Grant

The Illinois Department of Commerce and Economic Opportunity (DCEO) has approved a Federal Disaster Grant to be administered by Illinois Eastern Community Colleges.

The purpose of the \$96,000 grant is to provide financial assistance to the District for the District's operation and management of its Small Business Development Center (SBDC). The District's SBDC will serve as the focal point for the coordination of Federal, State, Local, University, College, and private resources to aid small businesses in the event of a disaster.

The grant funds will be used to counsel and train small business owners, managers, and prospective owners in how to deal with financial, marketing, production, organization, engineering, technical, and other concerns following any disaster. The DCEO has prepared a consulting agreement and selected a consultant to provide these services. The agreement for the consultant has been provided to the District and follows the District's agreement with DCEO.

The focus of this grant is intended to proactively educate and train those businesses directly impacted by the "Presidential Declaration of Disaster Areas of 2008" and to help prepare these businesses for future disasters. A copy of the agreements with DCEO has been e-mailed to you.

I ask the Board's acceptance of the DCEO Grant and the consulting agreement.

TLB/rs

**Agenda Item #8C**

**Articulation Agreement with Lakeview College of Nursing**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Articulation Agreement with Lakeview College of Nursing

For several years the District has had an articulation agreement with Lakeview College of Nursing of Danville, Illinois

This articulation agreement assured IECC students' admission to the Lakeview College of Nursing if they completed the course requirements of the articulation agreement.

Lakeview has made changes in the curriculum in their RN to Bachelor's in Science of Nursing Degree (BSN). Beginning with Spring 2010, students who have graduated from IECC with an RN degree will only be required to take two additional general education courses beyond the IECC Associate Degree in Nursing. Those courses are Statistics and a humanities elective.

I ask the Board's approval of this revised articulation agreement with Lakeview.

TLB/rs

Attachment

**ARTICULATION AGREEMENT**  
**Between**  
**LAKEVIEW COLLEGE OF NURSING**

**And**

**OLNEY CENTRAL COLLEGE**

**Lakeview College of Nursing (LCON) and Olney Central College (OCC)** will form a cooperative relationship through this articulation agreement to better serve constituents, to support the seamless transfer of students, to minimize the duplication of instruction, and to build on community college and college learning experiences.

LCON and OCC agree to the following:

1. Any OCC student who has:
  - A. Completed an Associate of Applied Science (A.A.S.) Degree in Nursing at OCC with a minimum grade point average of 2.5 or higher on a 4.0 scale, and
  - B. Completed with a grade of “C” or higher designated OCC courses (or equivalent courses in transfer) as required prerequisite courses to the LCON curriculum, and
  - C. Successfully completed the LCON Application Process, will be admitted to the Lakeview College of Nursing Baccalaureate Degree Program on a first come first serve basis.

Attachment A: 2 + 2 Articulation Agreement- A.A.S. Degree designed to transfer to LCON includes: 1) ~~courses which will fulfill the I.A.I. General Education Core and 2)~~ courses designated as required pre-requisite courses for admission to LCON and 2) nursing courses required by LCON.
2. Relationships between OCC and LCON faculty and administration have the spirit of cooperation and provide the basis for this agreement.
3. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
4. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate. In this case prior notice will be given to the operative academic personnel at the cooperating institution.
5. Appropriate publications and promotional materials regarding this agreement will be made available to OCC and LCON students.



ATTACHMENT A

Olney Central College AAS Degree in Nursing Requirements	Additional Courses that can be taken at Olney Central College to meet the general education requirements for LCN	Additional LCN RN/BSN Completion Degree Requirements
<p><b>General Education Requirements</b>            ENG 1111 Composition I (3cr)            ENGL 1121 Composition &amp; Analysis (3cr)            PSYC 101 Psychology (3cr)            LSC 2111 Human Anatomy and Physiology I (4cr)            LSC 2112 Anatomy &amp; Physiology II (4cr)            BIOL 140 Microbiology (4cr)            PSY 1101 General Psychology I (3cr)            PSY 2109 Human Growth and Development (3cr)            LSC 2110 General Microbiology (4cr)            SOCI 2101 Principles of Sociology (3cr)            SPE 1101 Fundamentals of Effective Speaking (3cr)</p>	<p><b>General Education/Pre-requisite Courses</b>  <del>Chem I (4cr)</del>  <del>Chem II (4cr)</del>            MTH 1131 Introduction to Statistics (3cr)            Humanities Elective (3cr)  <i>(Such as PHI 111 Intro to Philosophy or PHI 2101 Intro to Ethics)</i>  <del>Fine Arts Elective (3cr)</del>  <del>Humanities/Fine Arts (3cr)</del>  <del>Elective (Behavior/Social or Science preferred) (3cr)</del>  <del>Elective (Behavior/Social or Science preferred) (3cr)</del>  <del>Nutrition (3cr)</del></p>	<p><b>Pre-requisite Courses Offered at LCN-Danville</b>  <del>Chem I (4cr)</del>  <del>Chem II (4cr)</del>            Statistics (3cr)</p>
<p align="center">Semester 1 NUR 2107 Fundamental</p>		<p align="center">First Semester* N100 RN Nursing Orientation (3 cr.)</p>

<p>Nursing Skills (2cr)  NUR 1201 Nursing I (10cr)  Psych 1101 General Psychology (3cr)  LSC 2111 Human Anatomy and Physiology I (4cr)</p>		<p>N200 Theories and Issues in Nursing (3cr)  N201 Health Assessment <del>of Individuals in States of Well-Being</del> for the Practicing Nurse(3cr)  N206 Interactional Dynamics (2cr)  <del>N309 Nursing Care of the Gerontological Client (3cr)</del>  <del>N406 N306 Nursing Elective (2cr)</del>  <del>N402 N302 Nursing Research (3cr)</del></p>
<p>Semester 2  NUR 1202 Nursing II (10cr)  LSC 2112 Human Anatomy and Physiology II (4cr)  PSY 2109 Human Growth and Development (3cr)  ENG 1111 Composition I (3cr)</p>		<p>Second Semester  N302 Nursing Research (3 cr.)  N306H Transcultural Nursing (3cr.)  N306 Nursing Elective (2 cr.)  <del>N403 Nursing of the Client with Complex Health Situations (4cr)</del>  <del>N404 Community Health Nursing (5cr)</del>  <del>N405 Nursing Leadership and Management (5cr)</del>  <del>N408 Professional Seminar (3cr)</del></p>
<p>Semester 3  NUR 2201 Nursing III (10cr)  LSC 2110 General Microbiology (4cr)  SOC 2110 Principles of Sociology (3cr)</p>		<p>Third Semester  N309 Nursing of the Gerontological Client (3 cr.)  N404 Nursing in Community Health (5 cr.)  N306 Nursing Elective (2 cr.)</p>
<p>Semester 4  NUR 2202 Nursing IV (10cr)</p>		<p>Fourth Semester  N405 Nursing Leadership &amp; Management (4 cr.)</p>

SPE 1101 Fundamentals of Effective Speaking ENG 1121 Composition & Analysis (3cr)		N306I Nursing Ethics (3 cr.) N408 Nursing Seminar (3 cr.)
--	--	--

**Agenda Item #8D**

**General Accounting Standards Board**

MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: October 20, 2009  
RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), governmental entities 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 our school year and fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2009 will be collected late in calendar year 2010, and that such collection of funds from such levy will be allocated 100% to Fiscal Year 2011 (July 1, 2010 – June 30, 2011).

I ask the Board's adoption of this resolution.

RB/cr

Attachment

**RESOLUTION SETTING FORTH TAX LEVIES FOR 2009**

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 2009 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 Four Hundred Fifty Thousand Dollars (\$2,450,000) be levied as a tax for Educational purposes; and the sum of One Million Fifty Thousand Dollars (\$1,050,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Thirty Thousand Dollars (\$230,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Sixty Thousand Dollars (\$60,000) 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 One Hundred Forty-five Thousand Dollars (\$145,000) 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 2009 to be collected in the year 2010; and that the levy for the year 2009 be allocated 100% for Fiscal Year 2011.

Adopted this 20th day of October, A.D. 2009

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Trustees                      Date  
Community College District #529

ATTEST:  
\_\_\_\_\_  
Secretary, Board of Trustees                      Date  
Community College District #529

**Agenda Item #8E**

**Certificate of Compliance**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
SUBJECT: Certificate of Compliance with the Truth in Taxation Law

At the September 15<sup>th</sup> Board 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 and 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 or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice 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 estimated the aggregate amount of taxes estimated to be levied for the year 2009 is \$3,980,000 and that the aggregate amount of taxes estimated to be levied for the year 2009 did exceed 105% of the taxes extended by the district in the year 2008. Public notice was placed in the following newspapers of general circulation in 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.

The hearing was held and recessed to the time of the Board meeting. The Board hereby reconvenes the hearing for any additional testimony to be presented to the Board. If there is not additional testimony, as Chairman of the Board of Trustees, I hereby declare that the hearing has been held, that all testimony has been submitted, and that the hearing is hereby concluded.

I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.  
TLB/rs

TRUTH IN TAXATION  
CERTIFICATE OF COMPLIANCE

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 Sections 18-60 through 18-85 of the "Truth in Taxation" Law.

**CHECK ONE OF THE CHOICES BELOW:**

- 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.
- The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.
- The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2009 levy.

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

Presiding Officer \_\_\_\_\_  
(Signature)

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

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2009 will be held on October 20, 2009 at 6:00 p.m. at Lincoln Trail College, Robinson, Illinois.

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

- II. The corporate and special purpose property taxes extended or abated for the year 2008 were \$3,501,594.

The proposed corporate and special purpose property taxes to be levied for 2009 are \$3,980,000. This represents a 13% increase over the previous year extension.

- III. The property taxes extended for debt service for 2008 were \$1,595,120.

The estimated property taxes to be levied for debt service and public building commission leases for 2009 are \$1,563,781. This represents a 2% decrease over the previous year.

- IV. The total property taxes extended or abated for 2008 were \$5,096,714.

The estimated total property taxes to be levied for 2009 are \$5,543,781. This represents an 8% increase over the previous year extension.

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

ADOPTED this 15th day of September 2009.

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

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

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

**Agenda Item #8F**

**Certificate of Tax Levy**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
SUBJECT: Certification of Tax Levy for FY2011

The Board must certify IECC's tax levies for FY2011, beginning July 1, 2010 and ending June 30, 2011. This information and that of prior years is presented for comparison on the following page.

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, workmen's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for FY2011 is estimated at 39.60 cents per \$100 in equalized assessed valuation.

I recommend that the tax levies as presented for FY2011 be certified.

TLB/rs

Illinois Eastern Community Colleges

Fiscal Year 2011 Tax Levies

It is necessary to certify our tax levies for FY2011, beginning July 1, 2010 and ending June 30, 2011. This information and that of prior years is presented below to assist in evaluating next year's levy.

<u>FISCAL YEAR</u>	<u>ACTUAL EAV</u>	<u>EDUCATIONAL LEVY</u>	<u>BUILDING LEVY</u>	<u>TOTAL LEVY</u>	<u>ACTUAL TOTAL TAX RATE</u>	<u>OPERATING TAX .25 EXTENSION</u>	<u>% EXTENSION IS OF LEVY</u>
1992	671,687,523	1,302,000	558,000	1,860,000	42.80	1,679,206	90
1993	674,813,407	1,225,000	525,000	1,750,000	43.54	1,687,034	96
1994	690,368,534	1,225,000	525,000	1,750,000	43.28	1,725,921	99
1995	710,255,106	1,313,000	562,000	1,875,000	43.15	1,775,637	95
1996	743,421,002	1,330,000	570,000	1,900,000	42.08	1,888,553	99
1997	789,479,991	1,400,000	600,000	2,000,000	42.42	1,973,618	99
1998	840,096,133	1,555,000	667,000	2,222,000	40.32	2,100,240	95
1999	904,660,676	1,610,000	690,000	2,300,000	45.47	2,261,652	98
2000	945,037,299	1,800,000	765,000	2,565,000	44.28	2,362,597	92
2001	983,802,073	1,820,000	780,000	2,600,000	43.77	2,459,505	95
2002	980,620,689	1,837,500	787,500	2,625,000	41.76	2,451,552	93
2003	1,010,227,912	1,837,500	787,500	2,625,000	45.13	2,525,570	96
2004	1,019,727,226	1,925,000	825,000	2,750,000	44.41	2,548,293	93
2005	1,034,733,922	1,925,000	825,000	2,750,000	44.44	2,590,749	94
2006	1,023,487,154	1,925,000	825,000	2,750,000	43.72	2,558,772	93
2007	1,077,939,382	1,925,000	825,000	2,750,000	44.99	2,695,516	98
2008	1,101,476,437	2,100,000	900,000	3,000,000	42.55	2,753,698	92
2009	1,109,341,717	2,135,000	915,000	3,050,000	42.71	2,773,354	91
2010	1,373,502,477	2,450,000	1,050,000	3,500,000	42.08	3,019,810	86
Recommended:							
2011	1,400,000,000	2,450,000	1,050,000	3,500,000	39.60	3,500,000	

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, for insurance purposes:(tort liability, Medicare, worker's compensation and unemployment), and for financial audit purposes. It is recommended that the tax levies as presented for FY2011 be certified.

CERTIFICATE OF TAX LEVY

Richland, Clark, Clay, Crawford, Cumberland,  
Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Wayne,  
Wabash & White  
Community College District Name Illinois Eastern Community Colleges and State of Illinois

We hereby certify that we require:

the sum of \$ 2,450,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,050,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and

the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and

the sum of \$ 45,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and

the sum of \$ 230,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and

the sum of \$ 60,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and

the sum of \$ 145,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2009.

Signed this 20th day of October, 2009

\_\_\_\_\_  
Chairman of the Board of Said Community College District

\_\_\_\_\_  
Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1.

This 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.

.....  
(Detach and return to community college district)

This is to certify that the Certificate of Tax Levy for Community College District No. \_\_\_\_\_ County(ies) of \_\_\_\_\_  
\_\_\_\_\_ and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 20\_\_\_\_\_ was filed in the office of the County Clerk of this county on \_\_\_\_\_, 20\_\_\_\_\_

In addition to an extension of taxes authorized by levies made by the board of said community college district and additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20\_\_\_\_\_ is \$\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Clerk and County

**Agenda Item #8G**

**Resolution in Support of MAP Grant**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 20, 2009

RE: Resolution Supporting Increase in Monetary Award Program (MAP)

The Monetary Award Program (MAP) is operated by the Illinois Student Assistance Commission, a state agency. IECC students have used the MAP grant to cover the cost of tuition and mandatory fees at the colleges. In FY2008 more than 1,048 students received over \$984,000 in benefits.

During the last meeting of the General Assembly, the budget was reduced to 50% of what was required to fund requests from students and the MAP grant was shorted by more than \$200,000,000. Students were granted MAP financial awards to cover the cost during the first semester of this school year, but funds have now been exhausted.

On October 14, 2009 the Governor and the legislative leaders met in Springfield and agreed that they would budget an additional \$200,000,000 to the MAP grant. There was also agreement that there are no funds available and the Governor and the legislative leaders committed themselves to find funding.

The following resolution could be adopted in support of funding the MAP grants.

TLB/rs

Attachment

**RESOLUTION**

**IN SUPPORT OF MONETARY AWARD PROGRAM**

**WHEREAS**, the State of Illinois offers the need-based Monetary Award Program (MAP) grant through funds appropriated by the Illinois General Assembly each year to help Illinois students pay for tuition and mandatory fees at Illinois MAP-approved colleges and universities; and

**WHEREAS**, Monetary Award Program (MAP) students at colleges and universities will receive their full fall term awards and nothing for spring term; and

**WHEREAS**, Silas Purnell Illinois Incentive for Access (IIA) Program students will receive a \$250 award for fall term only and nothing for the spring term; and

**WHEREAS**, Illinois Veteran Grant (IVG) Program will be reimbursed for summer term awards, but fall and spring terms will receive no funding; and

**WHEREAS**, college and university students stand to lose over \$200 million in student financial assistance through significant cuts to the MAP grant and IIA program funding; and

**WHEREAS**, community college student enrollment throughout the State of Illinois for the 2009 fall term has increased significantly and has already exceeded the total number of financial aid applications for all of the 2008-2009 school year;

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees of Illinois Eastern Community College District #529 hereby urges the Illinois General Assembly and Governor Pat Quinn to commit to funding student financial aid programs at the FY 2009 level.

APPROVED THIS 20<sup>th</sup> Day of October, 2009.

\_\_\_\_\_  
G. Andrew Fischer, Chairman      Date  
Board of Trustees  
Community College District #529  
Olney, Illinois

ATTEST: \_\_\_\_\_  
Harry Hillis, Secretary      Date  
Board of Trustees  
Community College District #529  
Olney, Illinois

**Agenda Item #8H**

**Electrical Purchase Power Agreement**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Electrical Purchase Power Agreement

The District currently purchases electric power for its four colleges from three different electrical suppliers. Ameren-CIPS provides electric power to Lincoln Trail College and Olney Central College. Frontier Community College's electric power needs are supplied by the Wayne White Electrical Cooperative. Wabash Valley College is supplied by Mt. Carmel Public Utility. Under Illinois Commerce Commission regulations, the District is allowed to purchase the commodity portion of its electric power needs on the open market, where applicable.

The Wayne White Electric Cooperative is not required to make third party power agreements available because under Illinois law, an electric cooperative operates as a not for profit, customer owned utility and does not compete for customers in an open market. Also, their service area and customer base is limited to their physical service territory.

Mt. Carmel Public Utility Co. (MCPU) is a regulated for-profit, investor owned utility. MCPU currently serves all of its customers through bundled service rates, which include both electric supply and delivery service charges. MCPU buys power supply on the wholesale market and resells that commodity to the District at its cost, without any profit accruing to the utility. MCPU has unbundled delivery service tariffs in place, but to date no third party supplier has made offers to any of MCPU's customers that are cheaper than MCPU's own rates.

Ameren-CIPS has created Ameren Energy Marketing (AEM) as a non-regulated subsidiary to compete for electric sales both within and outside of the Ameren area. AEM has proposed an electric purchase agreement to the District at substantial savings from our current electric power costs under bundled rates. The District currently pays \$396,255.89 at LTC and OCC on an annual basis. AEM has proposed to supply electric power at a cost of \$291,784.54. This would save the District approximately \$104,471.35 or 26.4%. We would buy the power supply portion of our needs from AEM, and pay Ameren, the utility, for delivery.

To secure these savings, Illinois Eastern must sign an electric purchase power agreement with AEM for either 12, 24, or 36 months. AEM has offered to provide the following prices for the electrical power portion of the District's electricity bill:

12 months at a rate of 5.087 cents per kWh  
24 months at a rate of 5.319 cents per kWh  
36 months at a rate of 5.537 cents per kWh

Each of these terms begins with the District's November 2009 meter read dates. The District currently has an average electrical power rate of 7.223 cents per kWh.

I would recommend that the Board approve a 24 month contract with AEM for electric power service. In July of 2010, commercial accounts in the Ameren area of the District's size will be compelled to develop a relationship with a third party electrical supplier and bundled rates will no longer be available. At that time, the District can either purchase by contract from a third party such as AEM, or the District can purchase power at the hour to hour rate available in the region. This hour to hour rate is variable each month and has high cost potential under certain circumstances. This makes it very difficult, if not impossible, to budget for the unknown cost. Most electrical power consultants would recommend that the District develop a contractual relationship with a supplier rather than purchasing power on the hour to hour market.

The recommendation that the District sign a contract now for 24 months is so that the District will bridge the expected market changes which will occur in July 2010 when many commercial purchasers will be looking for a contractual relationship. In addition, the 36 month pricing offer is accordingly higher because of the more uncertain nature of the market for periods that far in advance.

Because the electric power market changes on a day to day basis, AEM cannot lock in these rates for the time between the date (10-15-09) of this memo and the actual board meeting. Therefore, the District will receive a revised offer from AEM at the board meeting and the actual rates and savings could change by up to .01 of a cent per kilowatt hour, up or down. It is not anticipated that there will be any substantial changes in electrical power rates in the next week, but AEM can only guarantee the rates that they will provide to the District on the day of Board meeting and those rates will be valid up to midnight October 20, 2009.

I ask the Board's approval of a 24 month electrical purchase power agreement with AEM. A copy of the agreement to be considered has been e-mailed to you.

TLB/rs

**Agenda Item #8I**

**Equalization Eligibility for Special Tax Levy**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Equalization Eligibility for Special Tax Levy

The Illinois Community College Board (ICCB) is required by the Public Community College Act to certify community colleges that are eligible to receive equalization grants. The ICCB, in accordance with Sections 3-14.3 of the Act, must also certify those districts eligible to levy a combined educational and operations and maintenance levy up to the most recently reported state-wide average actual levy rate in cents per \$100 of equalized assessed valuation (EAV).

The ICCB, on September 22, 2009 certified that the most recently reported statewide average actual levy rate is 25.13 cents per \$100 of EAV. Since IECC's combined maximum authorized tax rate is 25.00 cents, the ICCB has certified that IECC is eligible to levy an additional tax in the amount of .13 cents. The levy of this additional .13 cents would generate an estimated additional \$13,992.00 in tax revenue.

Under the provisions of Section 3-14.3 Public Community College Act, the Board may adopt a resolution expressing its intent to levy such an additional tax.

The District's current education and operations and maintenance tax levy of 25 cents has been in effect since voter approval of the District. This levy amount is appropriate for the operation of the District and I would recommend that the Board not levy the additional tax for which the District is eligible.

TLB/rs

**Agenda Item #8J**

**Diesel Program Student Uniform Fee Increase**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Diesel Program Student Uniform Fee Increase

Students enrolled in the District's Diesel Program currently pay a fee of \$110.00 per semester for uniforms that are provided by a service company. The fees from the company have been raised to \$120.00 per semester.

I ask the Board's approval to increase the fee for uniforms for Diesel Program students to \$120.00 per semester effective Spring Semester 2010.

TLB/rs

**Agenda Item #8K**

**Agreement with Ridgeview Telephone Company – WVC Radio Tower**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: RidgeviewTel Agreement

In October of 2007, the District worked with the Ridgeview Telephone Company, (RidgeviewTel LLC) to allow the company access to the District's WVC radio tower and work with the company toward the installation of a wireless network at Wabash Valley College. At the October 2007 Board meeting, the Board of Trustees approved a two year contract with RidgeviewTel. That contract is up for renewal.

The attached contract with RidgeviewTel continues the payment of \$150.00 per month to Wabash Valley College for the use of the WVJC radio tower.

I ask the Board's approval of this contract.

TLB/rs

Attachment

**Equipment Placement Agreement**  
**Between**  
**Ridgeview/Tel LLC (hereinafter RidgeviewTel)**  
**And**

**Illinois Eastern Community Colleges District 529/Wabash Valley College (hereinafter Owner)**

Site Address Wabash Valley College Radio Tower, Mt. Carmel, IL 62863 ("Site").

**Premises and Use.** Owner agrees to allow RidgeviewTel LLC or its designee ("RidgeviewTel") to construct, install and operate a communications service system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources and related fixtures (collectively, "Equipment") on agreed upon locations on the Site as determined by RidgeviewTel and the Owner. RidgeviewTel will have access to the Site 24 hours per day, 7 days per week. RidgeviewTel has the right to remove its Equipment at any time. Owner also agrees to allow RidgeviewTel to temporarily utilize the DSL located on campus as backhaul to feed to the wireless infrastructure. Such temporary utilization shall not exceed 45 days.

**Term.** The term of this Agreement ("Initial Term") is 2 years, commencing on the date ("Commencement Date") both RidgeviewTel and Owner executes this Equipment Placement Agreement ("Agreement"). This Agreement will not be automatically renewed for 5 additional terms (each a "Renewal Term") of 2 years each, unless RidgeviewTel provides Owner with notice of its intention to renew or RidgeviewTel and the Owner wish to terminate the agreement.

**Consideration.** In return for allowing RidgeviewTel to construct, install and operate the Equipment on the Site, RidgeviewTel will provide Owner a consideration of \$150 per month. RidgeviewTel will review an additional request for installation of a wireless network on the campus of Wabash Valley College and will add the requested installation if possible and reasonable in the event that Owner elects to cancel the wireless service or Internet Service, RidgeviewTel will continue to have the rights set out in this Agreement.

**Ownership.** Owner represents and agrees that it is the owner of the Site(s); that it has the right to enter into this Agreement and that the person signing this Agreement has the authority to sign. RidgeviewTel will maintain ownership of any and all Equipment constructed, installed and operated by RidgeviewTel at the Site. Owner will maintain ownership of its equipment presently at the site and upon removal of RidgeviewTel equipment. Owner's equipment shall be restored to the full operational capability it had at the time of installation of RidgeviewTel equipment.

**Assignment/Subletting.** RidgeviewTel shall have the right to assign its rights under this Agreement at any time with notice to the Owner.

**Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to RidgeviewTel are to be sent to 1880 Industrial Circle, Suite C, Longmont, CO 80501. Notices to Owner must be sent to the address shown underneath Owner's signature.

**Improvements.** RidgeviewTel may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of its wireless and Internet system and for the construction, installation and operation of the Equipment. Owner agrees to cooperate with RidgeviewTel with respect to obtaining any required zoning approvals for the Site and such improvements, however the application for and pursuit of any zoning approvals or zoning variances shall be totally the responsibility of RidgeviewTel. Upon termination or expiration of this Agreement, RidgeviewTel will remove its Equipment and improvements and will restore the Site to substantially the same condition existing on the Site at the Commencement Date, except for ordinary wear and tear and casualty loss.

**Power.** RidgeviewTel will access the existing power sources at the site. After the deployment of RidgeviewTel equipment, both the Owner and RidgeviewTel will monitor power usage. RidgeviewTel will pay for documented power usage over and above what was documented in bills prior to the deployment of the RidgeviewTel equipment. (RidgeviewTel is not responsible for overages caused by additional equipment placed by Owner or other companies and individuals). If the Owner decides that this usage is excessive then RidgeviewTel will, at its expense, have a new meter installed at the site and will access power from it. RidgeviewTel can at any time decide to have a separate meter installed.

**Interference.** RidgeviewTel will have the right to resolve any technical interference problems experienced due to other equipment located at the Site on the Commencement Date or due to any new Equipment that RidgeviewTel may construct, install and operate on the Site after the Commencement Date. However, RidgeviewTel shall make no technical changes that will in any way impair the current operational capability of equipment of Owner, nor impair or impede the broadcast signal of Owner in any detrimental manner. Owner will not construct, install or operate or permit others to construct, install or operate equipment or any other device or improvement on the Site without RidgeviewTel's prior written approval, which will not be unreasonably withheld, conditioned or delayed. Subject to the limitation contained in the prior sentence, nothing in this agreement shall give RidgeviewTel sole and exclusive use of Owners tower and buildings.

**Termination.** RidgeviewTel may terminate this Agreement at any time by notice to Owner without further liability (i) if RidgeviewTel does not obtain all permits or other approvals (collectively, "Approvals") required from any governmental authority or any easements required from any third party to construct, install and operate the Equipment or RidgeviewTel's wireless and Internet system; (ii) if any such Approvals are canceled, expired, withdrawn or terminated; (iii) if RidgeviewTel, in its sole discretion, determines that it will be unable to use the Site; (iv) if RidgeviewTel does not continue to provide its wireless and Internet system to the area in which the Site is located; or (v) for any reason RidgeviewTel determines in its sole discretion, Owner shall have the right to terminate this agreement if RidgeviewTel substantially impairs or damages or limits access to Owners equipment or property.

**Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate the Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default,

**Quite Enjoyment/Subordination and Non-disturbance.** Owner and RidgeviewTel covenants that at all times during the term of this Agreement Owner and RidgeviewTel's right of quiet enjoyment of the Site or any part thereof shall not be disturbed as long as Owner and RidgeviewTel or either of them is not in default of this Agreement beyond any applicable grace or cure period. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Agreement shall remain in full force and effect.

**Release.** Owner agrees to hold RidgeviewTel harmless from claims arising from the installation, use, maintenance, repair or removal of the Equipment, except for claims arising from the negligence or intentional acts of RidgeviewTel.

**Miscellaneous.** RidgeviewTel agrees that Owner is blameless and not liable for any injuries suffered by a RidgeviewTel employee while working at the Site. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. The laws of the State of Illinois govern this Agreement. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

Owner  
Print Name Illinois Eastern Community College Dist. 529  
Signature Terry L. Bruce, Chief Executive Officer  
Address: 233 East Chestnut Street  
Olney, IL 62450

RidgeviewTel, LLC  
Print Name Vincent T. Jordan  
Signature \_\_\_\_\_  
Address: 1880 Industrial Circle, Suite C  
Longmont, CO 80501

**Agenda Item #8L**

**Teen Parent Contract with Board of Control (Clay, Jasper, Richland & North Wayne)**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Teen Parent Contractual Agreement

The District, in cooperation with school districts in Clay, Jasper, Richland and North Wayne Counties operates a counseling service for pregnant and parent teens.

Under the program, District staff visits the school and counsels pregnant and parenting teens at school buildings on a monthly, bi-weekly or weekly basis depending on the needs of the student and the school.

The District contracts with the school districts and receives a grant of \$8,000.

I ask approval of the following contract.

TLB/rs

Attachment

**Teen Parent Contractual Agreement  
Between  
Illinois Eastern Community Colleges, Olney Central College, and the  
Board of Control of Clay, Jasper, Richland, and North Wayne Counties**

The Transition Center at Olney Central College will provide the following services for pregnant and parenting teens in Clay, Jasper, Richland, and North Wayne school systems for the 2009-2010 school year.

The Director of the Transition Center at Olney Central College will visit each school in the Delivery System that has pregnant and parenting teens. A visit will be made on a monthly, bi-weekly or weekly basis, depending on the need of each student and school. Visits will last the length of time necessary to serve the students in attendance. If a school does not have pregnant or parenting teens attending, the Director will not visit that school. However, the Director will stay in contact with the Guidance Office and will remain available as needed.

Phone calls, correspondence and arranged home visits will be made in the event a student is homebound, ill, has poor attendance, etc.

The Transition Center Director will continue to write small mini grants to assist in providing special programs and services for pregnant and parenting teens. In addition to regular visits, the Director will plan and provide the following events after receiving permission and confirmation from school administration:

- Field trips (college, career and cultural)
- End of year meals or treats
- Carry-ins (pizza, doughnuts)
- Workshop

Topics discussed and materials provided, including but not limited to the following:

- Pregnancy
- Labor and delivery
- Parenting skills
- Communication skills
- Problem solving skills
- Conflict management
- Career exploration
- Job seeking skills
- College information
- Financial aid information
- Study skills

Resources and Referrals, including but not limited to the following:

- College Personnel
- Child care
- Housing
- Medical assistance
- Social services agencies
  - WIC
  - DHS
  - Project Child
  - Health Departments
  - Central Baptist Family Services
  - Counseling Centers
  - SWAN

In some circumstances, students find themselves in a financial bind or in need of necessities not available to them. This program has provided and will continue to provide students with the following when needed:

- School books
- School supplies
- Transportation money
- CNA testing fees
- Food and groceries
- Baby formula
- Diapers and pull-ups
- Baby clothing
- Baby essentials (i.e. stroller, car seat)
- Clothing for students
- Winter coats for students

An interim report will accompany the first half of the \$8,000 due Illinois Eastern Community Colleges at the end of the first semester. The remaining amount will be billed at the end of April. Final report on program activities and outcomes will be due to the Superintendents by June 30, 2010.

The contract amount for the Clay, Jasper, Richland and North Wayne Delivery system is \$8,000. The contract dates are July 1, 2009 – June 30, 2010.

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Board of Control Chairman

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Date

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IECC Board of Trustee Chairman

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Date

**Agenda Item #8M**

**Affiliation Agreement with Crawford Memorial Hospital – EP Emergency Response**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Crawford Memorial Hospital – EP Paramedic

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

This affiliation agreement is for the Emergency Preparedness Emergency Response Training Program.

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

TLB/rs

Attachment

## AFFILIATION AGREEMENT

Between  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
FRONTIER COMMUNITY COLLEGE  
and  
CRAWFORD MEMORIAL HOSPITAL  
for  
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of October, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and CRAWFORD MEMORIAL HOSPITAL, Robinson, Illinois (hereinafter referred to as AGENCY).  
WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

NOW, THEREFORE, for and in 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 PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Program Director of the Emergency Preparedness & Industrial Quality Program on behalf of the DISTRICT and the EMS Medical Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Medical Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;

7. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
8. DISTRICT faculty will:
  - a. be responsible for the guiding students and teaching the PROGRAM;
  - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
  - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
9. The AGENCY's EMS Medical Director will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
10. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
11. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
12. PROGRAM 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;
13. 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;
14. 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;
15. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
16. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
17. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
18. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
19. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY;

20. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
21. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 20<sup>th</sup> day of October, 2009.

CRAWFORD MEMORIAL HOSPITAL

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529, FRONTIER  
COMMUNITY COLLEGE

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CEO, Crawford Memorial Hospital

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Chairman, IECC Board of Trustees

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ED Nurse Care Manager

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CEO, Illinois Eastern Community Colleges

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President, Frontier Community College

**Agenda Item #8N**

**Affiliation Agreement with Clay County Hospital – EP Emergency Response**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Clay County Hospital – EP Emergency Response

IECC wishes to enter into an affiliation agreement with Clay County Hospital located in Flora, Illinois.

This affiliation agreement is for the Emergency Preparedness Emergency Response Training Program.

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

TLB/rs

Attachment

## **AFFILIATION AGREEMENT**

Between  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
FRONTIER COMMUNITY COLLEGE  
and  
CLAY COUNTY HOSPITAL  
for  
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of October, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and CLAY COUNTY HOSPITAL, Flora, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

NOW, THEREFORE, for and in 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 PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Program Director of the Emergency Preparedness & Industrial Quality Program on behalf of the DISTRICT and the EMS Medical Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Medical Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;

7. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
8. DISTRICT faculty will:
  - a. be responsible for the guiding students and teaching the PROGRAM;
  - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
  - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
9. The AGENCY's EMS Medical Director will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
10. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
11. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
12. PROGRAM 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;
13. 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;
14. 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;
15. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
16. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
17. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
18. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
19. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY;

20. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
21. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 20<sup>th</sup> day of October, 2009.

CLAY COUNTY HOSPITAL

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529, FRONTIER  
COMMUNITY COLLEGE

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President/CEO

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Chairman, IECC Board of Trustees

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ER Director

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CEO, Illinois Eastern Community Colleges

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President, Frontier Community College

**Agenda Item #80**

**Affiliation Agreement with Lawrence County Memorial Hospital – EP Emergency  
Response Training**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Lawrence County Hospital – EP Emergency Response

IECC wishes to enter into an affiliation agreement with Lawrence County Hospital located in Lawrenceville, Illinois.

This affiliation agreement is for the Emergency Preparedness Emergency Response Training Program.

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

TLB/rs

Attachment

## **AFFILIATION AGREEMENT**

Between  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
FRONTIER COMMUNITY COLLEGE  
and  
LAWRENCE COUNTY MEMORIAL HOSPITAL  
for  
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of October, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and LAWRENCE COUNTY MEMORIAL HOSPITAL, Lawrenceville, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

NOW, THEREFORE, for and in 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 PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Program Director of the Emergency Preparedness & Industrial Quality Program on behalf of the DISTRICT and the EMS Medical Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Medical Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;

7. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
8. DISTRICT faculty will:
  - a. be responsible for the guiding students and teaching the PROGRAM;
  - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
  - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
9. The AGENCY's EMS Medical Director will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
10. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
11. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
12. PROGRAM 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;
13. 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;
14. 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;
15. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
16. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
17. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
18. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
19. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY;

20. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
21. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 20<sup>th</sup> day of October, 2009.

LAWRENCE COUNTY MEMORIAL  
HOSPITAL

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529, FRONTIER  
COMMUNITY COLLEGE

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CEO, Lawrence County Memorial Hospital

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Chairman, IECC Board of Trustees

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CNO, Lawrence County Memorial Hospital

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CEO, Illinois Eastern Community Colleges

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President, Frontier Community College

**Agenda Item #8P**

**Affiliation Agreement with Wabash General Hospital – EP Emergency Response**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Wabash General Hospital – EP Emergency Response

IECC wishes to enter into an affiliation agreement with Wabash General Hospital located in Mt. Carmel, Illinois.

This affiliation agreement is for the Emergency Preparedness Emergency Response Training Program.

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

TLB/rs

Attachment

## AFFILIATION AGREEMENT

Between  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
FRONTIER COMMUNITY COLLEGE  
and  
WABASH GENERAL HOSPITAL  
for  
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of October, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and WABASH GENERAL HOSPITAL, Mt. Carmel, Illinois (hereinafter referred to as AGENCY).  
WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

NOW, THEREFORE, for and in 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 PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Program Director of the Emergency Preparedness & Industrial Quality Program on behalf of the DISTRICT and the EMS Medical Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Medical Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;

7. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
8. DISTRICT faculty will:
  - a. be responsible for the guiding students and teaching the PROGRAM;
  - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
  - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
9. The AGENCY's EMS Medical Director will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
10. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
11. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
12. PROGRAM 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;
13. 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;
14. 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;
15. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
16. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
17. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
18. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
19. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY;

20. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
21. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 20<sup>th</sup> day of October, 2009.

WABASH GENERAL HOSPITAL

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529, FRONTIER  
COMMUNITY COLLEGE

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CEO/Administrator, Wabash General Hospital

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Chairman, IECC Board of Trustees

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ER Nurse Manager

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CEO, Illinois Eastern Community Colleges

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President, Frontier Community College

**Agenda Item #8Q**

**Affiliation Agreement with Office of Dr. Rachel Winters – Medical Assistant**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Office of Dr. Rachel Winters – Medical Assistant

IECC wishes to enter into an affiliation agreement with the Office of Dr. Rachel Winters, located in Lawrenceville, Illinois.

This affiliation agreement is for the Medical Assistant Program.

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 14th day of September, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Dr. Rachel Winters (hereinafter referred to as AGENCY). *[Insert: Agency, City, and State Above]*

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of LTC for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S Medical Assistant Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Medical Assistant Faculty on behalf of LTC, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the medical assistant students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to medical assistant students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

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

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

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

9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Medical Assistant Faculty and medical assistant students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 30th day of September, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

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

\_\_\_\_\_  
Medical Assistant Faculty Member

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
College Dean

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

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

psq:6/26/06

**Agenda Item #8R**

**Affiliation Agreement with Newton CVS – Pharmacy Technician**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Newton CVS – Pharmacy Technician

IECC wishes to enter into an affiliation agreement with CVS Pharmacy located in Newton, Illinois.

This affiliation agreement is for the Pharmacy Technician Program.

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of September, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and CVS – Newton, IL (hereinafter referred to as AGENCY).

*[Insert: Agency, City, and State Above]*

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of LTC for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of pharmacy service for observation and participation by the students and faculty of LTC's Pharmacy Technician Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician students.
5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of the AGENCY, and will comply with the policies of the health AGENCY.

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

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

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

6. The Pharmacy Technician Faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

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

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 24<sup>th</sup> day of September, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Pharmacy Director

\_\_\_\_\_  
Pharmacy Technician Faculty Member

\_\_\_\_\_  
Pharmacy Administrator

\_\_\_\_\_  
College Dean

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

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

**Agenda Item #8S**

**Affiliation Agreement with Clay County Medical Clinic – Medical Office Assistant and  
Administrative Information Technology**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Clay County Medical Clinic – Medical Office Assistant and Administrative Information Technology

IECC wishes to enter into an affiliation agreement with Clay County Medical Clinic located in Flora, Illinois.

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

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

TLB/rs

Attachment

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

**AGENCY AGREEMENT**

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

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for medical office assistant and administrative information technology internship training subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.

3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

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

process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

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

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

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

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

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

AGENCY

OLNEY CENTRAL COLLEGE

\_\_\_\_\_  
Chair, IECC Board of Trustees

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

\_\_\_\_\_  
Dean, Olney Central College

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

\_\_\_\_\_  
Internship Program Coordinator

\_\_\_\_\_  
Chief Executive Officer,  
Illinois Eastern Community Colleges

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

**Agenda Item #8T**

**Affiliation Agreement with Renal Life Link, Inc. – Medical Office Assistant**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 20, 2009  
RE: Affiliation Agreement with Renal Life Link, Inc. – Medical Office Assistant

IECC wishes to enter into an affiliation agreement with Renal Life Link, Inc. Vincennes Dialysis located in Vincennes, Indiana.

This affiliation agreement is for the Medical Office Assistant Program.

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

TLB/rs

Attachment

## STUDENT TRAINING AGREEMENT

This Student Training Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **ILLINOIS EASTERN COMMUNITY COLLEGES d/b/a OLNEY CENTRAL COLLEGE** (“Sponsoring Institution”) and **RENAL LIFE LINK, INC. d/b/a VINCENNES DIALYSIS** (“Facility”).

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. RESPONSIBILITIES OF FACILITY**

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

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

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

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

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

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

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

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

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

### **3. MUTUAL RESPONSIBILITIES**

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

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

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

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

#### **4. CONFIDENTIALITY**

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

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

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

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

a. This Agreement shall be for an initial term of one (1) year commencing on the 1<sup>st</sup> day of September, 2009 (“Term”), and will thereafter automatically renew for one (1) year successive terms, unless terminated sooner by either party in accordance with this Agreement.

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

#### **6. INDEMNIFICATION**

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

**7. NO REMUNERATION**

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

**8. COMPLIANCE**

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

**10. GENERAL PROVISIONS**

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

Vincennes Dialysis  
700 Willow Street, Suite 101  
Vincennes, Indiana 47591  
Attention: Facility Administrator

With copies to:

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

If to Sponsoring: Olney Central College  
Institution: 305 N. West Street  
Olney, Illinois 62450  
Attention: Anne Hustad

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

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 Facility will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

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

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

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

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

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

**Name of Sponsoring Institution**

**ILLINOIS EASTERN COMMUNITY COLLEGES d/b/a OLNEY CENTRAL COLLEGE**

By: \_\_\_\_\_  
Title Date

**Name of DaVita Legal Entity**  
**RENAL LIFE LINK, INC.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
J, David Clark  
Divisional Vice President

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

\_\_\_\_\_  
Ben C. Huddleston  
Group General Counsel

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Student's Signature

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

\_\_\_\_\_  
Witness

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

**EXHIBIT B**

**CONFIDENTIAL INFORMATION AGREEMENT**

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

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

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

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

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

**Affiliation**

Student \_\_\_\_\_

**Agenda Item #9**

**Bid Committee Report**

**None**

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

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

<b>FUND</b>	<b>BALANCE</b>
Educational	\$4,081,255.38
Operations & Maintenance	\$162,210.25
Operations & Maintenance (Restricted)	\$50,906.16
Bond & Interest	\$937,164.77
Auxiliary	\$103,115.68
Restricted Purposes	(\$172,394.55)
Working Cash	(\$16,966.68)
Trust & Agency	\$257,588.07
Audit	(\$7,088.78)
Liability, Protection & Settlement	\$65,865.30
<b>TOTAL ALL FUNDS</b>	<b>\$5,461,655.60</b>

Respectfully submitted,

Roger Browning, Treasurer

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

**ALL FUNDS**

	Fiscal Year 2010
<b>ASSETS:</b>	
CASH	5,461,656
IMPREST FUND	22,000
CHECK CLEARING	12,500
INVESTMENTS	11,790,000
RECEIVABLES	4,286,543
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	516,115
OTHER ASSETS	443,842
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>22,532,656</b>
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	-
ACCOUNTS PAYABLE	12,989
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	312,536
<b>TOTAL LIABILITIES:</b>	<b>325,525</b>
 <b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	2,809,387
PR YR BDGTED CHANGE TO FUND BALANCE	(7,680)
 <b>FUND BALANCES:</b>	
FUND BALANCE	7,861,925
RESERVE FOR ENCUMBRANCES	11,543,499
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>22,207,131</b>
 <b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	 <b>22,532,656</b>

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

ALL FUNDS

FY 2010  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	2,824,280
STATE GOVT SOURCES	1,677,063
STUDENT TUITION & FEES	5,720,242
SALES & SERVICE FEES	1,427,282
FACILITIES REVENUE	3,465
INVESTMENT REVENUE	11,641
OTHER REVENUES	269
TOTAL REVENUES:	11,664,242

EXPENDITURES:

INSTRUCTION	2,084,954
ACADEMIC SUPPORT	111,687
STUDENT SERVICES	276,909
PUBLIC SERV/CONT ED	13,390
OPER & MAINT PLANT	831,027
INSTITUTIONAL SUPPORT	1,710,411
SCH/STUDENT GRNT/WAIVERS	1,964,665
AUXILIARY SERVICES	1,617,900
TOTAL EXPENDITURES:	8,610,943

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	3,053,299
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**OPERATING FUNDS  
COMPARISON REPORT FY08-10**

College	Category	FISCAL YEAR 2008			FISCAL YEAR 2009			FISCAL YEAR 2010			
		Annual Budget	Spent Thru September	% of Bdgt	Annual Budget	Spent Thru September	% of Bdgt	Annual Budget	Spent Thru September	% of Bdgt	% of Year
Frontier	Bills		\$549,130			\$854,474			\$536,603		
	Payroll		372,506			647,325			397,551		
	Totals	\$3,289,621	921,636	28%	\$3,755,487	1,501,799	40%	\$3,793,042	934,154	25%	25%
Lincoln Trail	Bills		372,976			923,531			472,798		
	Payroll		420,648			793,478			455,276		
	Totals	3,591,411	793,624	22%	4,326,545	1,717,009	40%	\$4,369,810	928,074	21%	25%
Olney Central	Bills		596,834			1,151,959			649,322		
	Payroll		727,241			1,421,979			834,278		
	Totals	6,192,685	1,324,075	21%	6,951,366	2,573,938	37%	\$7,020,880	1,483,600	21%	25%
Wabash Valley	Bills		617,021			1,353,616			862,387		
	Payroll		486,735			1,072,357			548,277		
	Totals	4,442,628	1,103,756	25%	5,534,773	2,425,973	44%	\$5,590,121	1,410,664	25%	25%
Workforce Educ.	Bills		403,357			575,506			556,586		
	Payroll		212,659			341,291			222,253		
	Totals	2,099,181	616,016	29%	2,397,774	916,797	38%	\$2,421,752	778,839	32%	25%
District Office	Bills		62,655			97,010			58,159		
	Payroll		192,005			307,262			194,021		
	Totals	1,295,498	254,660	20%	1,322,403	404,272	31%	\$1,335,627	252,180	19%	25%
District Wide	Bills		590,885			672,888			456,837		
	Payroll		174,862			288,976			173,010		
	Totals	7,696,644	765,747	10%	7,594,552	961,864	13%	7,916,719	629,847	8%	25%
<b>GRAND TOTALS</b>		<b>\$28,607,668</b>	<b>\$5,779,514</b>	<b>20%</b>	<b>\$31,882,900</b>	<b>\$10,501,652</b>	<b>33%</b>	<b>\$32,447,950</b>	<b>\$6,417,358</b>	<b>20%</b>	<b>25%</b>

Excludes DOC

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**September 30, 2009**

	<b>Amount</b>	<b>% of Total</b>
Salaries	2,824,666	44.02%
Employee Benefits	473,898	7.38%
Contractual Services	146,567	2.28%
Materials	326,554	5.09%
Travel & Staff Development	31,059	0.48%
Fixed Charges	292,978	4.57%
Utilities	240,649	3.75%
Capital Outlay	92,496	1.44%
Other	1,988,491	30.99%
	<u>6,417,358</u>	<u>100.00%</u>

**Agenda Item #11**

**Chief Executive Officer's Report**

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive's Session Minutes**

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

**Agenda Item #14**

**Approval of Personnel Report**

# MEMORANDUM

**TO:** Board of Trustees

**FROM:** Terry L. Bruce

**DATE:** October 15, 2009

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1., 400.2. and 400.3. will be mailed under separate cover.

# INDEX

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

**400.10. Retirement**

**400.11. Resignation**

# PERSONNEL REPORT

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

## **400.2. Retirement**

### **A. Professional/Non-Faculty**

1. John Highhouse, Program Director, Telecommunications Training, Workforce Education, January 1, 2010

### **B. Classified**

1. Janie Lake, Administrative Assistant, FCC, effective January 1, 2010

## **400.3. Resignation**

### **A. Classified**

1. Ada Fleeharty, SAN Counselor, DO, effective October 24, 2009

**Agenda Item #15**

**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Acquisition and Disposition of Property**

**Agenda Item #18**

**Other Items**

**Agenda Item #19**

**Adjournment**

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

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

9/30/2009

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

