

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**October 18, 2011**



**Location:**

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

**Dinner – 6:00 p.m. – Cafeteria  
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 18, 2011**

**7:00 p.m.**

**Wabash Valley College**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Public Hearing on 2011 Tax Levy ..... Fischer
4. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
5. Public Comment
6. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
  - Coal Mining Technology/Telecom
7. Policy First Reading (and Possible Approval) ..... Bruce
  - A. None
8. Policy Second Reading ..... Bruce
  - A. None
9. Staff Recommendations for Approval
  - A. Certificate of Compliance with the Truth in Taxation Law ..... Bruce
  - B. GASB Designation of Tax Levy Year ..... Browning
  - C. Certification of Tax Levy for FY2013 ..... Bruce
  - D. Employee Health and Dental Insurance ..... Bruce
  - E. Health Savings Accounts, Calendar Year 2012 ..... Bruce
  - F. Amphitheater at WVC ..... Bruce
  - G. FCC Parking Lot CDB Project ..... Bruce
  - H. Purchase of New Telephone System ..... Bruce
  - I. Affiliation Agreement – Richland Memorial Hospital ..... Bruce
  - J. Affiliation Agreement – Fairfield Memorial Hospital ..... Bruce
  - K. Affiliation Agreement – St. Anthony’s Memorial Hospital ..... Bruce
  - L. Affiliation Agreement – Flora Rehab & Health Care Center ..... Bruce
  - M. Observation Agreement – Happy Day Express Day Care ..... Bruce
  - N. Observation Agreement – Fairfield First Christian Preschool ..... Bruce

10. Bid Committee Report..... Bruce  
A. None
11. District Finance  
A. Financial Report ..... Browning  
B. Approval of Financial Obligations ..... Browning
12. Chief Executive Officer’s Report..... Bruce
13. Executive Session..... Bruce
14. Approval of Executive Session Minutes  
A. Written Executive Session Minutes..... Bruce  
B. Audio Executive Session Minutes ..... Bruce
15. Approval of Personnel Report..... Bruce
16. Collective Bargaining..... Bruce
17. Litigation ..... Bruce
18. Acquisition and Disposition of Property ..... Bruce
19. Other Items
20. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, September 20, 2011.

**Appointment of Temporary Secretary:** Without objection, Chairman G. Andrew Fischer appointed Renee Smith to be Temporary Board Secretary for this meeting.

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

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

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

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
Matt Fowler, President of Wabash Valley College.  
Mitch Hannahs, President of Lincoln Trail College.  
Rodney Raney, President of Olney Central College.  
Timothy Taylor, President of Frontier Community 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.  
Pamela Schwartz, Associate Dean of Institutional Development.  
Renee Smith, Executive Assistant to CEO.  
Michael Thomas, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office  
DOC – Department of Corrections  
FCC – Frontier Community College  
HLC – Higher Learning Commission  
HRSA – Health Resources & Services Administration  
ICAHN – Illinois Critical Access Hospital Network  
ICCB – Illinois Community College Board  
ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges  
IECEA – Illinois Eastern Colleges Education Association  
LTC – Lincoln Trail College  
LWIB – Local Workforce Investment Board  
OCC – Olney Central College  
PHS – Protection, Health & Safety  
SAN – Student Advantage Network  
SURS – State Universities Retirement System  
WED – Workforce Education  
WVC – Wabash Valley College

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, August 16, 2011 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Brenda Culver made a motion to approve minutes of the August 16, 2011 meeting as prepared. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**AGENDA #3 – “Budget Hearing”** – The Chairman announced that the next agenda item for the Board of Trustees is a public hearing to receive comments on the fiscal year 2012 budget.

**A. Motion to Recess Regular Meeting and Reconvene Immediately Following the Budget Hearing:** Trustee Marilyn Wolfe made the following motion: “I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White now convene a budget hearing on this 20<sup>th</sup> day of September, 2011. The purpose of the budget hearing is to receive public comments on the FY2012 Budget of the District.” Trustee John Brooks seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**B. Hearing on FY2012 Budget:** The Chairman declared that the Board is now in a hearing on the FY2012 budget and directed the Secretary to call the roll for Board attendance. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson “Jr.,” Marilyn J. Wolfe. Also present was Miranda Steinman, student trustee. Trustees absent: None. The Chair declared that a quorum is present and the budget hearing is now open.

**C. Public Oral Testimony:** The Chairman asked if any member of the public wished to provide oral testimony on the FY2012 budget. There was none.

**D. Public Written Testimony:** The Chairman asked if any member of the public wished to provide written testimony on the FY2012 budget. There was none.

**E. Public Hearing Adjourned:** The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the FY2012 community college district budget and asked for a motion to adjourn the hearing. Trustee Marilyn Wolfe made a motion that the public hearing be adjourned. Trustee John Brooks seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and that the budget hearing was adjourned and the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

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

**#4-A. Visitors & Guests:** Visitors & guests present were recognized, including several college staff members.

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

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

**AGENDA #6 – “Reports” –**

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

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

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

**AGENDA #7 – “Policy First Readings (and Possible Approval)” –**

**#7-A. Board of Trustees Training Requirement 100.3:** The Illinois General Assembly has passed legislation requiring that members of the Board of Trustees and other designated employees take and pass annual training on the Open Meetings Act. Board members, and employees designated by the Board, must successfully complete the electronic training curriculum developed and administered by the Illinois Attorney General’s Public Access Counselor. Under the legislation, Board members who are members on January 1, 2012 must complete the training by January 1, 2013. If an individual becomes a member of the Board after January 1, 2012, the Board member must complete the training no later than the 90<sup>th</sup> day after being sworn into office. Board members, who successfully complete the training as required by the Public Access Counselor, shall be required to file a Certificate of Completion with the Board Secretary.

In order to comply with this legislation, the CEO recommended approval to add the following paragraph, (J.), to the current Board of Trustees Meetings and Minutes Policy 100.3:

“J. Board members who are members on January 1, 2012 must complete the electronic training curriculum developed by the Illinois Attorney General’s Public Access Counselor by January 1, 2013. Any Board member sworn in after January 1, 2012 must

complete the training no later than the 90th day after being sworn into office. The failure of one or more members to complete the training required does not affect the validity of any action taken by the Board. Each Board member who successfully completes the electronic training curriculum shall file a copy of the Certificate of Completion with the Secretary to the Board of Trustees.”

**Board Action:** Trustee Brenda Culver made a motion to waive second reading and adopt the foregoing revision to Board of Trustees Policy 100.3 as recommended. Student Trustee Miranda Steinman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

**#9-A. FY2012 Budget:** A public hearing having been held, the CEO recommended adoption of the following resolution approving the FY2012 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, 2011 and ending June 30, 2012.

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 20th day of September, 2011, 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, 2011 and ending June 30, 2012.

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 28,643,296; Expense (29,296,035); Transfer-Out (1,104,137); Excess (Deficiency) (1,756,876); Transfer-In 50,000; Reserve for Contingencies 0; Cash Balance Beginning of Year 3,188,042; Cash Balance End of Year 1,481,166.

OPERATIONS & MAINTENANCE FUND: Revenue 3,381,522; Expense (3,381,522); Transfer-Out 0; Excess (Deficiency) 0; Transfer-In 0; Reserve for Contingencies (4,350,000); Cash Balance Beginning of Year 4,350,000; Cash Balance End of Year 0.

TOTAL OPERATING FUNDS: Revenue 32,024,818; Expense (32,677,557); Transfer-Out (1,104,137); Excess (Deficiency) (1,756,876); Transfer-In 50,000; Reserve for Contingencies (4,350,000); Cash Balance Beginning of Year 7,538,042; Cash Balance End of Year 1,481,166.

#### SUMMARY STATEMENT OF SPECIAL FUNDS

OPERATIONS & MAINTENANCE FUND RESTRICTED: Revenue 250,000; Expense (403,291); Excess (Deficiency) (153,291); Reserve for Contingencies 0; Cash Balance Beginning of Year 153,291; Cash Balance End of Year 0.

BOND & INTEREST FUND: Revenue 1,844,708; Expense (1,844,708); Excess (Deficiency) 0; Reserve for Contingencies (311,478); Cash Balance Beginning of Year 311,478; Cash Balance End of Year 0.

AUXILIARY FUND: Revenue 2,325,233; Expense (4,882,771); Transfer-Out (25,000); Excess (Deficiency) (2,582,538); Transfer-In 1,104,137; Reserve for Contingencies 0; Cash Balance Beginning of Year 2,339,028; Cash Balance End of Year 860,627.

WORKING CASH FUND: Revenue 25,000; Expense 0; Excess (Deficiency) 25,000; Reserve for Contingencies (4,365,078); Transfer-Out (25,000); Cash Balance Beginning of Year 4,365,078; Cash Balance End of Year 0.

AUDIT FUND: Revenue 80,000; Expense (64,887); Excess (Deficiency) 15,113; Cash Balance Beginning of Year 0; Cash Balance End of Year 15,113.

LIABILITY & PROTECTION FUND: Revenue 475,000; Expense (1,008,708); Excess (Deficiency) (533,708); Reserve for Contingencies 0; Cash Balance Beginning of Year 964,451; Cash Balance End of Year 430,743.

**Board Action:** Trustee Marilyn Wolfe made a motion to adopt the budget for Illinois Eastern Community Colleges District No. 529 for fiscal year 2012 as recommended. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-B. IECC 2011 Fact Book:** Chris Cantwell reviewed the 2011 IECC Fact Book, which contains 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 2010-2011.

Total annual enrollment of credit students was 31,382, generating a total of 153,991 credit hours. Full-time Equivalency enrollment totaled 5,133. In-district student residency enrollment comprised 57% of the total, while out-of-district students totaled 41%, 1% out-of-

state students, and 1% foreign students. The IECC district employees a total of 302 full-time faculty and staff, and 674 part-time faculty and staff. A total of \$13,360,441 in federal and state financial aid was received by IECC students in fiscal year 2010. Federal and state grants totaled \$21,622,208 in FY2011. The Fact Book shows that online course enrollment has increased from 3,356 students in 2006 to 5,431 students in 2011.

The CEO recommended approval of the IECC 2011 Fact Book.

**Board Action:** Trustee Michael Correll made a motion to approve the IECC 2011 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, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-C. Certification of Chargeback:** The CFO reviewed the Illinois Community College Board Certification of Chargeback form for fiscal year 2012. The out-of-district cost per semester hour is \$226.61. Chargeback reimbursement per semester credit hour is \$102.42. Cost per semester credit hour for out-of-state and international students is \$298.78. The CEO recommended approval of the Certification of Chargeback document as presented.

**Board Action:** Trustee Gary Carter made a motion to adopt the ICCB Certification of Chargeback document for FY2012 as presented and recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-D. 2011 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 2011.

#### **RESOLUTION REGARDING ESTIMATED AMOUNTS NECESSARY TO BE LEVIED FOR THE YEAR 2011**

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 2010 was:

Education Purposes	\$2,217,742
Operations and Maintenance Purposes	950,460
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	477,534
Audit	63,364
Other	0
Total	\$3,709,100

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2011 is as follows:

Education Purposes	\$2,362,500
Operations and Maintenance Purposes	1,012,500
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	565,000
Audit	80,000
Other	0
Total	\$4,020,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2010 was \$1,844,558; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2011 is \$1,861,250.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College 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 2011 is \$4,020,000.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2011 does exceed 105% of the taxes extended by the district in the year 2010.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2011 for debt service is a 1% increase over the taxes extended for debt service for 2010.

**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 COLLEGE DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2011 will be held on October 18, 2011 at 7:00 p.m. at Wabash Valley College, Mt. Carmel, 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 2010 were \$3,709,100.  
The proposed corporate and special purpose property taxes to be levied for 2011 are \$4,020,000. This represents an 8% increase over the previous year extension.
- III. The property taxes extended for debt service for 2010 were \$1,844,558.  
The estimated property taxes to be levied for debt service and public building commission leases for 2011 are \$1,861,250. This represents a 1% increase over the previous year.
- IV. The total property taxes extended or abated for 2010 were \$5,552,031.  
The estimated total property taxes to be levied for 2011 are \$5,881,250. This represents a 6% increase over the previous year extension.

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

**Board Action:** Trustee William Hudson made a motion to adopt the 2011 Estimated Tax Levy Resolution as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-E. 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 College 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 2011 for taxes due and collectible in 2012:

1. Date of Fiscal Year: July 1, 2012 - June 30, 2013.
2. Publication of Notice of Public Hearing on Tax Levy: After October 4, 2011 and before October 11, 2011.

3. Public Hearing on Tax Levy: October 18, 2011, at the hour of 7:00 p.m. local time, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois.
4. Adoption of Tax Levy: October 18, 2011, following the Public Hearing.

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

**#9-F. FY2011 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 15. 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 8, 2011. The draft audit was reviewed in detail. The audit indicated that there were no adverse findings and that the District complied with generally accepted accounting principles. The Audit Committee reported on its review of the audit and its meeting with the auditors.

The CEO recommended that the Board adopt the following resolution to accept the audit and to authorize forwarding the audit 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 John Brooks made a motion to accept the FY2011 audit and to adopt the foregoing resolution to authorize the CEO to submit the annual financial audit to the ICCB as recommended. Student Trustee Miranda Steinman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-G. Tax Abatement for Champion Laboratories, Inc:** At the July 19 Board of Trustees meeting, the Board directed the CEO to prepare a Tax Abatement Resolution that the Board could consider and adopt at a later Board meeting. The resolution requires the abatement of 40% of the real estate taxes due and payable to the College District by Champion Laboratories, Inc. Such abatement will continue for a total of five years. Champion

Laboratories has indicated that if the taxing bodies involved abate taxes to be collected, Champion will plan to spend between \$4 million and \$6 million on infrastructure improvements at its Albion, Illinois facility. These expenditures will allow Champion to maintain its existing work staff and allow additional new jobs. The City of Albion and the Edwards County Unit School District have prepared resolutions to abate taxes. The City has adopted its abatement resolution, and the school district has indicated that the school board will likely adopt the resolution on September 19. The resolution of each of these taxing bodies has explicit actions required by Champion Laboratories to make the resolutions effective.

Champion Laboratories currently pays the District approximately \$26,000 per year in property taxes. A 40% reduction would reduce that amount by \$10,400 per year.

The CEO recommended adoption of the following tax abatement resolution.

### TAX ABATEMENT RESOLUTION

The Board of Trustees of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 does hereby adopt the following Resolution:

Illinois Eastern Community College District #529 (The District) is located in the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White. The District is operated by a seven member elected Board of Trustees and is authorized to collect ad valorem property taxes within the community college district.

WHEREAS, the Illinois Eastern Community College Board of Trustees is empowered by Illinois Compiled Statutes 35 ILCS 200/18-165, upon majority vote of the Board, to order the County Clerk of any County within the District to abate any portion of the taxes on property of an industrial or commercial firm in the State of Illinois.

WHEREAS, the District recognizes that Champion Laboratories, Inc. is an important employer within Edwards County, Illinois and within the community college district; and,

WHEREAS, the District wishes to aid Champion Laboratories, Inc. in its efforts to retain employment in the local area; and,

WHEREAS, the District notes that Champion Laboratories has committed to expend between \$4 million and \$6 million on infrastructure improvements at its Albion, Illinois facility, which would allow Champion to maintain its current staffing levels and possibly add 250 additional jobs; and,

WHEREAS, the District collects from Champion Laboratories, Inc. approximately \$26,000 per year in ad valorem real estate taxes on property located in Edwards County; and,

THEREFORE, the District, by this resolution of the Board of Trustees hereby directs the County Clerk of Edwards County, Illinois, to abate 40% of the 2011 ad valorem taxes imposed upon real property owned by Champion Laboratories, Inc. or its successor, due and payable in calendar year 2012, and that such abatement shall continue for a period not to exceed five years.

That the Secretary to the Board of Trustees of Illinois Eastern Community College District 529 shall file a certified copy of this resolution with the County Clerk of Edwards County.

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

**#9-H. Designated Indiana Counties Tuition Rate:** The CEO recommended approval to add six Indiana counties to those already designated as paying an Indiana County tuition rate of \$114 per semester hour. Currently students in the 12 Indiana counties of Clay, Daviess, Gibson, Greene, Knox, Parke, Pike, Posey, Sullivan, Vanderburgh, Vigo, and Warrick have a designated Indiana County tuition rate. To facilitate entrance into District programs of interest to Indiana students, the District will add the six additional counties of Dubois, Martin, Owen, Putnam, Spencer, and Vermillion to this special tuition rate. The District's action is similar to other institutions of higher education.

**Board Action:** Trustee Marilyn Wolfe made a motion to add six additional Indiana counties to the list of those paying the Indiana County tuition rate of \$114 per semester hour as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-I. Affiliation Agreement with Physician Services of Southern Illinois (Medical Office Assistant):** IECC wishes to enter into an affiliation agreement with Physician Services of Southern Illinois, with clinics throughout Southern Illinois and Headquartered in Mt. Vernon, Illinois. This affiliation agreement is for the OCC Medical Office Assistant Program and is the standard affiliation agreement for this program. The CEO recommended approval.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Office Assistant Program with Physician Services of Southern Illinois, headquartered in Mt. Vernon, Illinois, as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-J. Affiliation Agreement with Jasper County Supervisor of Assessments (Administrative Information Technology):** IECC wishes to enter into an affiliation agreement with Jasper County Supervisor of Assessments Office, located in Newton, Illinois. This affiliation agreement is for the OCC Administrative Information Technology Program and is the standard affiliation agreement for this program. The CEO recommended approval.

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

**#9-K. Affiliation Agreement with Wayfair Nursing & Rehabilitation Center (Associate Degree Nursing – Practical Nursing):** IECC wishes to enter into an affiliation agreement with Wayfair Nursing & Rehabilitation Center, located in Fairfield, Illinois. This affiliation agreement is for the Associate Degree Nursing and Practical Nursing Programs and is the standard affiliation agreement utilized by the District. The CEO recommended approval.

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

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

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

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

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

**#11-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of August 31, 2011.

**#11-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for September 2011, totaling \$1,267,571.09, 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 2011, in the amounts listed, and payments from the revolving fund for August 2011. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

1. DCEO Audit Letter
2. Re-Bidding Insurance in January
3. Earthquake Insurance Limit
4. Flood Insurance
5. Financial Aid Net Price Calculator
6. IT Projects
7. Retiree Insurance
8. Pension Changes
9. Performance Funding
10. Funding Formula
11. Area Community Colleges Enrollment
12. Enrollment

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

**AGENDA #14 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, August 16, 2011.

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

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

##### A. Classified

1. Katie Hinderliter, Administrative Assistant to the President, WVC, effective October 11, 2011.
2. Deborah Hunley, Office Assistant, OCC, effective September 21, 2011.
3. Jana Shain, TRiO Upward Bound Counselor, DO (LTC), effective September 22, 2011, contingent upon continued grant funding.
4. Jennifer Stroughmatt, Student Advantage Network Counselor, effective September 23, 2011, contingent upon continued grant funding.

#### **400.2. FY11-12 Educational Level Changes**

##### A. Faculty

1. Michael Conn, from M to M+12, \$1,000.
2. Winifred Wolven, from M+24 to M+48, \$2,000.

#### **400.3. Request for Approval of Proposed Non-College Employment**

##### A. Faculty

Angelia Williams, Indiana Wesleyan University, Marion, IN, approximate time per academic year 80 hours.

#### **400.4. Retirements**

A. Professional/Non-Faculty

1. Judith Riggs, Food Service Manager, WVC, effective January 1, 2012.

B. Classified

1. Sheri Bayne, Office Assistant, LTC, effective December 1, 2011.

#### **400.5. Resignations**

A. Classified

1. Greta Tracy, Office Assistant, DO, effective October 4, 2011.

### **Personnel Report Addendum**

#### **400.6. Employment of Personnel**

A. Professional/Non-Faculty

1. Marsha Heath, Coordinator, Outreach Services, FCC, effective October 1, 2011.

B. Classified

1. Jamie Turpin, Administrative Assistant, FCC, effective September 27, 2011.

#### **400.7. Change in Status**

A. Administrative

1. Chris Cantwell, Associate Dean, Academic & Student Support Services to Dean, Academic & Student Support Services/Chief Academic Officer, effective September 21, 2011.

B. Professional/Non-Faculty

1. Amy Loss, Advisor, FCC to Coordinator, Registration & Records, FCC, effective October 24, 2011.

C. Classified

1. Lona Peavler, Payroll Clerk to Payroll Supervisor, effective September 21, 2011.

2. Kara Rodgers, Advisor, FCC, title remains the same, classification change from professional/non-faculty to classified, effective September 26, 2011.

**400.8. FY2012 Administration and Staff Salaries:** Fiscal Year 2011-2012 Guidelines for Full-Time Employee (Non-Bargaining Unit) Wage Increases:

1. Full-time employees working before June 1, 2011, are eligible for a wage increase. Employees with hire dates of June 1, 2011, to August 31, 2011, will be eligible for an increase at the six-month anniversary date. Employees with a hire date September 1, 2011 or later are not eligible for the increase.

2. All full-time employees (non-bargaining unit) will receive a 4% pay increase, unless otherwise noted.

3. All increases are effective September 1, 2011, unless otherwise noted.

4. Entry levels for all non-faculty positions will be increased by 4%.

**400.9. Administration and Staff Entry Level Rates:** Increase by 4%.

**400.10. Special Assignment**

A. Administrative

1. LeAnn Hartleroad, Director of TRiO, DO, \$300 per month, effective October 1, 2011.

**#15-A. Board Action to Amend Personnel Report:** Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum containing Sections 400.6, 400.7, 400.8, 400.9 and 400.10, as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

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

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

**AGENDA #17 – “Litigation”** – None.

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

**AGENDA #19– “Other Items”** – None.

**AGENDA #20 – “Adjournment”** – Trustee Gary Carter made a motion to adjourn. Student Trustee Miranda Steinman seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:50 p.m.

Approved:     Chairman: \_\_\_\_\_

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

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Public Hearing on 2011 Tax Levy**

**Agenda Item #4**

**Recognition of Visitors and Guests**

**A. Visitors and Guests**

**B. IECEA Representatives**

**Agenda Item #5**

**Public Comment**

**Agenda Item #6**

**Reports**

**A. Trustees**

**B. Presidents**

**C. Cabinet**

**Coal Mining Technology/Telecom**

**Agenda Item #7**

**Policy First Reading (and Possible Approval)**

**None**

**Agenda Item #8**

**Policy Second Reading**

**None**

**Agenda Item #9**

**Staff Recommendations for Approval**

**Agenda Item #9A**

**Certificate of Compliance with the Truth in Taxation Law**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
SUBJECT: Certificate of Compliance with the Truth in Taxation Law

At the September 20, 2011, 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 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 for the preceding year.

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

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

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

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 2011 levy.

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

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

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

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2011 will be held on October 18, 2011 at 7:00 p.m. at Wabash Valley College, Mt. Carmel, 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 2010 were \$3,709,100.

The proposed corporate and special purpose property taxes to be levied for 2011 are \$4,020,000. This represents a 8% increase over the previous year extension.

- III. The property taxes extended for debt service for 2010 were \$1,844,558.

The estimated property taxes to be levied for debt service and public building commission leases for 2011 are \$1,861,250. This represents a 1% increase over the previous year.

- IV. The total property taxes extended or abated for 2010 were \$5,552,031.

The estimated total property taxes to be levied for 2011 are \$5,881,250. This represents a 6% increase over the previous year extension.

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

ADOPTED this 20th day of September 2011.

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 #9B**

**GASB Designation of Tax Levy Year**

**MEMORANDUM**

TO: Board of Trustees  
FROM: Roger Browning  
DATE: October 18, 2011  
RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that our 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 2011 will be collected late in calendar year 2012 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2013 (July 1, 2012 – June 30, 2013)

I ask the Board's adoption of this resolution.

RB/cr

**RESOLUTION SETTING FORTH TAX LEVIES FOR 2011**

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

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

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

That the sum of Two Million Three Hundred Sixty Two Thousand Five Hundred Dollars (\$2,362,500) be levied as a tax for Educational purposes; and the sum of One Million Twelve Thousand Five Hundred Dollars (\$1,012,500) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Forty Five Thousand Dollars (\$245,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Forty Five Thousand Dollars (\$45,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2011 to be collected in the year 2012; and that the income from the levy for the year 2012 be allocated 100% for Fiscal Year 2013.

Adopted this 18th day of October, A.D. 2011

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

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

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

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

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

**Agenda Item #9C**

**Certification of Tax Levy for FY2013**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
SUBJECT: Certification of Tax Levy for FY2013

The Board must certify IECC's tax levies for FY2013, beginning July 1, 2012 and ending June 30, 2013. The Certificate of Tax Levy is attached for your review. Prior years information is also presented for comparison purposes.

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 FY2013 is estimated at 46.11 cents per \$100 in equalized assessed valuation.

I recommend that the Certificate of Tax Levy for FY2013 be approved as presented.

TLB/rs

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 \$ 2,362,500 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
- the sum of \$ 1,012,500 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 \$ 245,000 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 \$ 80,000 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 \$ 275,000 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 2011.

Signed this 18th day of October, 2011

\_\_\_\_\_  
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

**Illinois Eastern Community Colleges  
Tax Levy History**

It is necessary to certify our tax levies for FY 2013, beginning July 1, 2012 and ending June 30, 2013. This information and that of prior years is presented below to assist in evaluating next year's levy.

<b>FISCAL YEAR</b>	<b>ACTUAL EAV</b>	<b>EDUCATIONAL LEVY</b>	<b>BUILDING LEVY</b>	<b>OPERATING LEVY</b>	<b>OPERATING TAX EXTENSION</b>	<b>TOTAL TAX LEVY RATE</b>	<b>ACTUAL EXTENSION TAX RATE</b>	
1993	690,368,534	1,225,000	525,000	1,750,000	1,725,921	43.88	43.28	
1994	710,255,106	1,313,000	562,000	1,875,000	1,775,638	45.56	43.15	
1995	743,421,002	1,330,000	570,000	1,900,000	1,858,553	43.02	42.08	
1996	789,479,991	1,400,000	600,000	2,000,000	1,973,700	42.99	42.42	
1997	840,096,133	1,555,000	667,000	2,222,000	2,100,240	42.66	40.32	
1998	904,660,676	1,610,000	690,000	2,300,000	2,261,652	46.24	45.47	
1999	945,037,299	1,800,000	765,000	2,565,000	2,362,593	48.07	44.28	
2000	983,802,073	1,820,000	780,000	2,600,000	2,459,505	46.27	43.77	
2001	980,620,689	1,837,500	787,500	2,625,000	2,451,552	44.71	41.76	
2002	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570	46.91	45.13	
2003	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318	47.91	44.41	
2004	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835	47.24	44.44	
2005	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718	46.99	43.72	
2006	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848	45.91	44.99	
2007	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691	46.36	42.55	
2008	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354	46.97	42.71	
2009	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810	45.78	39.36	
2010	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302	48.99	42.11	
2011	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615	45.94	41.63	
2012	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822	48.47	43.84	
						<hr/>		
						46.04	43.07	Average
Estimated:								
2013	1,350,000,000	2,362,500	1,012,500	3,375,000	3,172,500	46.11	??	

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 FY2013 be certified.

**Agenda Item #9D**

**Employee Health and Dental Insurance**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
SUBJECT: Employee Health and Dental Insurance Renewal

Blue Cross Blue Shield (BCBS) has proposed an overall 7% rate increase for the District's employee health and dental insurance coverage. The new rate would cover the period January 1, 2012 to December 31, 2012. The recent history of the District's health and dental insurance coverage and rate increases follow.

**Rate Increase History**

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

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

The District's High Deductible Health Plan and Medical Reimbursement Plan have been successful in reducing the size of increases of the District's annual health care premiums.

I recommend that the Board accept the renewal as proposed by BCBS of Illinois, to be effective January 1, 2012 to December 31, 2012. The proposed rates are attached for your review.

TLB/rs

Attachment

## BCBS Rates and Deduction Amounts - effective 01/01/2012

### DISTRICT Plan Rates - MEDICAL (High Deductible Plan)

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$595.45	\$595.45	\$0.00
E & Spouse	\$1,282.94	\$595.45	\$687.49
E & Children	\$949.43	\$595.45	\$353.98
E & Family	\$1,732.62	\$595.45	\$1,137.17

### Optional Plan Rates -MEDICAL

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$770.08	\$595.45	\$174.63
E & Spouse	\$1,659.18	\$595.45	\$1,063.73
E & Children	\$1,227.86	\$595.45	\$632.41
E & Family	\$2,240.73	\$595.45	\$1,645.28

### Faculty Plan Rates -MEDICAL

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$770.08	\$770.08	\$0.00
E & Spouse	\$1,659.18	\$770.08	\$889.10
E & Children	\$1,227.86	\$770.08	\$457.78
E & Family	\$2,240.73	\$770.08	\$1,470.65

### Dental Rates - Same for all 3 Plans

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$29.03	\$29.03	\$0.00
E & Spouse	\$59.29	\$29.03	\$30.26
E & Children	\$74.96	\$29.03	\$45.93
E & Family	\$80.11	\$29.03	\$51.08

**Agenda Item #9E**

**Health Savings Accounts, Calendar Year 2012**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Health Savings Accounts, Calendar Year 2012

In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars.

Each year the Board establishes the amount of the District's contribution to the District Plan participant's HSA for the coming calendar year prior to the beginning of the open enrollment period.

The District's health plan document requires that the District have an open enrollment period at the end of each calendar year. During the open enrollment period, employees can change their health insurance options without the requirement of having a qualifying event.

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

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

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

TLB/rs

**Agenda Item #9F**

**Amphitheater at WVC**

**Agenda Item #9F**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Outdoor Amphitheater for Wabash Valley College

Wabash Valley College has numerous social and student events. At times, the number of these events exceeds the availability of the theatre. President Fowler has suggested that an outdoor amphitheater be constructed immediately behind Main Hall.

The outdoor amphitheater would seat approximately 200 and provide a 24' X 15' stage. The estimated cost of \$8,209.00 will be fully paid for by the Wabash Valley College Foundation.

I ask the Board's approval of the construction of an outdoor amphitheater at Wabash Valley College.

TLB/rs

**Agenda Item #9G**

**FCC Parking Lot CDB Project**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Frontier College Parking Lot Project

The State of Illinois, through its Capital Development Board (CDB), approved a project for construction of a parking lot at Frontier. The parking lot is scheduled to be located along the east side of the main entrance to the College and north of Foundation Hall.

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

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

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

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

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

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

TLB/rs

**Agenda Item #9H**

**Purchase of New Telephone System**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
SUBJECT: Purchase of New Telephone System

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

The estimate from Cisco was over \$400,000 without the nearly \$100,000 of additional data network equipment that would have to be purchased. In addition, the cost of replacement equipment and maintenance from Cisco continues to be the most expensive in the telephone marketplace.

Consolidated Communications and CDWG have indicated that a Shoretel phone system alone would cost \$435,000 without the required data equipment.

It is recommended that the Board accept the proposal submitted by Frontier Communications. The actual final price is being negotiated, but the price is substantially lower than the other proposals. The final price quoted will be available at the Board meeting.

Frontier not only is the lowest proposed provider, but also submitted the most detailed proposal. The system proposed includes all hardware, software, and data network equipment that would be required for a state of the art telephone system. The Mitel telephone system quoted by Frontier also allows the District to fully utilize the existing category 3 telephone cables presently in all District buildings.

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

The Mitel system benefits include:

- Awarded National Joint Powers Alliance competitively bid telecommunications contract #042109-MSB on April 30, 2009. The contract has been extended until May 27, 2013
- Leader in telephone system virtualization; the entire system can run in a virtual server environment
- Calls remain connected even if a local Mitel switch is lost. Phones will connect to a remote switch until local switch is repaired.
- Mitel is the only system to have Phybridge data adapters in the base of the phones, which allows the District to use its existing category 3 cabling.

Illinois law (110 ILCS 805/3-27.1(f)) provides that purchases of telecommunications equipment, software, and services are exempt from the bid requirements of the Illinois Community College Act. Therefore, the Board can purchase this equipment based upon the quotes that have been received.

I ask the Board's approval of the Frontier Communications proposal for a new telephone system for the District.

TLB/rs

**Agenda Item #9I**

**Affiliation Agreement – Richland Memorial Hospital**

**Emergency Response Training**

**Agenda Item #9I**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Affiliation Agreement with Richland Memorial Hospital  
Emergency Response Training

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

This affiliation agreement is for the Emergency Response Training Program located at Frontier Community College.

I ask the Board's approval of this affiliation agreement

TLB/rs

Attachment

## AFFILIATION AGREEMENT

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

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of September, 2011, 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 RICHLAND MEMORIAL HOSPITAL, Olney, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice and ambulance field experience 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 Management Program on behalf of the DISTRICT and the Emergency Room Nurse Manager (regarding clinical laboratory practice) and the Ambulance Service Manager (regarding ambulance field experience) 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 Emergency Room Nurse Manager and the Ambulance Service Manager 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 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 Emergency Room Nurse Manager and the Ambulance Service Manager 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. AGENCY under the contemplated program, has the right to refuse any student and/or faculty members request for clinical laboratory practice and ambulance field experience;
  14. 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;
  15. 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;
  16. 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;

17. The faculty and students of the DISTRICT participating in the laboratory clinical and ambulance field 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;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. 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;
21. AGENCY will not request monetary reimbursement from PROGRAM students and Faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. 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;
23. 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 10<sup>th</sup> day of September, 2011.

RICHLAND MEMORIAL 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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Emergency Room Nurse Manager

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CEO, Illinois Eastern Community Colleges

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Ambulance Service Manager

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President, Frontier Community College

**Agenda Item #9J**

**Affiliation Agreement – Fairfield Memorial Hospital**

**Olney Central College Phlebotomy Program**

**Agenda Item #9J**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Affiliation Agreement with Fairfield Memorial Hospital  
Phlebotomy Program

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

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

I ask the Board's approval of this affiliation agreement

TLB/rs

Attachment

**AFFILIATION AGREEMENT  
BETWEEN**

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

**AND  
Fairfield Memorial Hospital  
303 N W 11<sup>th</sup> Street  
Fairfield, IL 62837-1206**

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

WITNESSETH THAT:

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

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

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

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

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

3. DISTRICT #529 faculty will:

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

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

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

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

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

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

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

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

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

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGE  
DISTRICT #529,  
OLNEY CENTRAL COLLEGE

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

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

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

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

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

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

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

Adopted 6-2005

**Agenda Item #9K**

**St. Anthony's Memorial Hospital**

**IECC Associate Degree Nursing Program**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Affiliation Agreement with St. Anthony's Memorial Hospital  
Associate Degree Nursing Program

IECC wishes to enter into an affiliation agreement with St. Anthony's Hospital, located in Effingham, Illinois.

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

I ask the Board's approval of this affiliation agreement

TLB/rs

Attachment

**AFFILIATION AGREEMENT  
BETWEEN  
Olney Central College  
AND  
St. Anthony's Memorial Hospital**

**THIS AGREEMENT** (the “**Agreement**”) is entered into this 26th day of August 2011, by and between St. Anthony’s Memorial Hospital (“**The Facility**”) and **Olney Central College** (“**The School**”).

**WHEREAS**, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences in (See Exhibit B for a list of programs and Exhibit C for program specific requirements) in connection with students of the School.

**NOW, THEREFORE**, it is understood and agreed upon by the parties hereto as follows:

**A. SCHOOL RESPONSIBILITIES:**

1. The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. As applicable, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility.

(a) General Liability: Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. The School will designate a faculty or professional staff member to coordinate and act as the liaison person with the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually

arranged and a continuous exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

4. Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination, and compliance with OSHA requirements for prevention of transmission of blood born pathogens and TB.

5. A criminal background check and drug screen, as required by and acceptable to the Facility are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

6. The School shall notify each student prior to his/her arrival that he/she is responsible for:

(a) Following the administrative policies, standards, and practices of the Facility.

(b) Obtaining medical care at his/her own expense for any injuries sustained as a direct or indirect result of their affiliation with the Facility.

(c) His/her own transportation and living arrangements.

(d) Reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility.

(e) Conforming to the standards and practices established by the School while functioning at the Facility.

(f) Obtaining prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.

(g) Meeting the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO.

## **B. FACILITY RESPONSIBILITIES:**

1. Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

2. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

4. Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

5. The Facility shall designate a liaison who is responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program.

6. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

8. The Facility shall, on reasonable request and subject to legal restrictions upon disclosure of patient health information, permit a tour of its clinical facilities, services available for clinical experiences, and such other items pertaining to the clinical learning experiences by representatives of the School or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.

9. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

10. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

**C. OTHER RESPONSIBILITIES:**

1. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.

2. The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. The number of students eligible to participate in the clinical placement will be mutually determined by agreement of the parties and may be altered by mutual agreement. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Regular communication will be jointly maintained by appropriate the School and the Facility staff for the purpose of reviewing and evaluating current clinical experiences being offered to students.

**5. Removal of Students.**

(a) The School has the right to remove a student from the Clinical Education Program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in the Clinical Education Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of the Facility's patients, staff members, visitors, or to the Facility's operations. In such event, the Facility shall notify

the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, Facility shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

**D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on August 1, 2011 and terminate on July 31, 2014. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

**E. ADDITIONAL TERMS:**

1. Qualifications. The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

2. Assignment. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

3. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same is in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

4. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

5. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights; there shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

6. Employment. No assigned student or School faculty member under this agreement shall in any way be considered an employee or agent of the Facility nor shall

any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

7. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

St. Anthony's Memorial Hospital  
503 North Maple Street  
Effingham, IL 62401  
Attention: Kal Keitel  
Facsimile: (217) 347-1563  
Telephone: (217) 347-1393

If to the School:

Olney Central College  
305 North West Street  
Olney, IL 62450-1099  
Attention: Rodney Ranes  
Telephone: 618-395-7777 ext 2001

Program in Radiology  
Attention: Carol R. Kocher BA, RT (R)(M)  
Telephone: (618) 395-7777 x2239

Program in Nursing  
Attention: Tammy Fralicker, RN  
Telephone: (618) 395-7777 x 2136

or to such other addresses as the parties may specify in writing from time to time.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**St. Anthony's Memorial Hospital**  
Facility Name

**Olney Central College**  
School Name

\_\_\_\_\_  
Printed Name: Daniel J. Woods

Title: President & CEO

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

\_\_\_\_\_  
Printed Name: Dr G. Andrew Fischer

Title: Chairman, IECC Board of Trustees

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

Printed Name: Rodney Ranes

Title: President

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

Allied Health

\_\_\_\_\_  
Printed Name: Tammy Fralicker

Title: Associate Dean of Nursing and Allied  
Health

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

**EXHIBIT A**

**St. Anthony's Memorial Hospital**

**EXHIBIT B**

Radiologic Technology
Nursing Program
Medical Office/Administrative Technology

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: St Anthony's Memorial Hospital

School: Olney Central College

Program: Nursing

#### Facility requires:

	Yes	No
1. Proof of student professional liability insurance (paragraph A.2)	X	<input type="checkbox"/>
2. Verification that students have met requirements for: (paragraph A.4)		
a. CPR certification	X	<input type="checkbox"/>
b. Hepatitis vaccination	X	<input type="checkbox"/>
c. Compliance with OSHA requirements for prevention of transmission of blood born pathogens and TB	X	<input type="checkbox"/>
d. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Criminal background check (paragraph A.5) If yes, type of check: Illinois State Police	X	<input type="checkbox"/>
4. Drug screen (paragraph A.5) If yes, type of screening Urine	X	<input type="checkbox"/>
5. Acceptance of faith-based provision: Sponsor recognizes that clinical education setting is an institution governed by the precepts of the Catholic Church and shall conduct its activities consistent with the Ethical and Religious Directives for Catholic Health Facilities as published by the National Conference of Catholic Bishops and with the directives of the local ordinary.	X	<input type="checkbox"/>
6. Evidence of relevant faculties' certifications or licensures (paragraph E.1)	X	<input type="checkbox"/>
7. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

#### School requires:

1. Copy of relevant Facility policies (paragraph B.9)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**PROGRAM SPECIFIC REQUIREMENTS**  
 (Each program shall have its own program specific requirement checklist)

Facility: St Anthony's Memorial Hospital

School: Olney Central College

Program: Radiology

**Facility requires:**

	<b>Yes</b>	<b>No</b>
1. Proof of student professional liability insurance (paragraph A.2)	<b>X</b>	<input type="checkbox"/>
2. Verification that students have met requirements for: (paragraph A.4)		
a. CPR certification	<b>X</b>	<input type="checkbox"/>
b. Hepatitis vaccination	<b>X</b>	<input type="checkbox"/>
c. Compliance with OSHA requirements for prevention of transmission of blood born pathogens and TB	<b>X</b>	<input type="checkbox"/>
d. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Criminal background check (paragraph A.5) If yes, type of check: Illinois State Police	<b>X</b>	<input type="checkbox"/>
6. Drug screen (paragraph A.5) If yes, type of screening Urine	<b>X</b>	<input type="checkbox"/>
5. Acceptance of faith-based provision: Sponsor recognizes that clinical education setting is an institution governed by the precepts of the Catholic Church and shall conduct its activities consistent with the Ethical and Religious Directives for Catholic Health Facilities as published by the National Conference of Catholic Bishops and with the directives of the local ordinary.	<b>X</b>	<input type="checkbox"/>
6. Evidence of relevant faculties' certifications or licensures (paragraph E.1)	<b>X</b>	<input type="checkbox"/>
7. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**School requires:**

2. Copy of relevant Facility policies (paragraph B.9)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**PROGRAM SPECIFIC REQUIREMENTS**  
(Each program shall have its own program specific requirement checklist)

Facility: St Anthony's Memorial Hospital

School: Olney Central College

Program: Medical Office

**Facility requires:**

	<b>Yes</b>	<b>No</b>
1. Proof of student professional liability insurance (paragraph A.2)	<b>X</b>	<input type="checkbox"/>
2. Verification that students have met requirements for: (paragraph A.4)		
a. CPR certification		<b>X</b>
b. Hepatitis vaccination	<b>X</b>	<input type="checkbox"/>
c. Compliance with OSHA requirements for prevention of transmission of blood born pathogens and TB	<b>X</b>	<input type="checkbox"/>
d. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
7. Criminal background check (paragraph A.5) If yes, type of check: Illinois State Police	<b>X</b>	<input type="checkbox"/>
8. Drug screen (paragraph A.5) If yes, type of screening Urine		<b>X</b>
5. Acceptance of faith-based provision: Sponsor recognizes that clinical education setting is an institution governed by the precepts of the Catholic Church and shall conduct its activities consistent with the Ethical and Religious Directives for Catholic Health Facilities as published by the National Conference of Catholic Bishops and with the directives of the local ordinary.	<b>X</b>	<input type="checkbox"/>
6. Evidence of relevant faculties' certifications or licensures (paragraph E.1)	<b>X</b>	<input type="checkbox"/>
7. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**School requires:**

3. Copy of relevant Facility policies (paragraph B.9)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

## EXHIBIT D

### Confidentiality of Protected Health Information

#### 1. Definitions

The following definitions apply to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean Olney Central College ("**The School**").
- b. Facility. "Facility" shall mean **St. Anthony's Memorial Hospital ("Facility")**.
- c. Individual. "Individual" shall refer to a patient and have all the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Protected Health Information. Protected Health Information ("**PHI**") shall have the same meaning as the term "PHI" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- g. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. Capital Terms. All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

#### 2. Obligations of Business Associate

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. If Business Associate obtains PHI in a Designated Record Set, Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. If Business Associate obtains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

j. Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

3. **Permitted Uses and Disclosures by Business Associate** Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

4. **Obligations of the Facility and Provisions for the Facility to Inform Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**

a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Facility shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Permissible Requests by the Facility.** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. **Term and Termination**

a. **Term.** The obligations of this Attachment shall be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

b. **Termination for Cause.** Upon the Facility's knowledge of a material breach of this Attachment by Business Associate, the Facility shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

(ii) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.

c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction.. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

**Agenda Item #9L**

**Affiliation Agreement – Flora Rehab & Health Care Center**

**IECC Associate Degree Nursing Program**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Affiliation Agreement with Flora Rehab & Health Care Center  
Associate Degree Nursing Program

IECC wishes to enter into an affiliation agreement with Flora Rehabilitation and Health Care Center, located in Flora, Illinois.

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

I ask the Board's approval of this affiliation agreement

TLB/rs

Attachment

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

**AFFILIATION AGREEMENT**

THIS AGREEMENT made and entered into this 16 day of September, 2011,  
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL  
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing/Practical  
Nurse Certificate Program (hereinafter referred to as DISTRICT #529) and

Flora Rehab & Health Care Center	Flora	IL
Agency	(City	(State)

(hereinafter referred to as AGENCY:

WITNESSETH THAT:

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

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

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

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

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

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical nursing laboratory practice, and will be available to the nursing students.

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

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

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

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange

with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

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

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

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

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

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

12. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Nursing Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their nursing laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 16 day of September, 2011

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529, OLNEY CENTRAL COLLEGE

FRONTIER COMMUNITY COLLEGE CAMPUS

\_\_\_\_\_  
Vice President or  
Director of Nursing Services

\_\_\_\_\_  
Department Head of Nursing

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

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

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

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

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

Revised: 08/02/89; 8/25/92  
08/17/94; 10/05/94;  
12/12/94; 10/2000; 7/04  
7/09; 5/11  
Reviewed: 04/28/97; 10/08

**Agenda Item #9M**

**Observation Agreement – Happy Day Express Day Care**

**IECC Associate Degree Nursing Program**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Observation Agreement with Happy Day Express Day Care Center  
Associate Degree Nursing Program

IECC wishes to enter into an observation agreement with the Happy Day Express Day Care Center, located in Fairfield, Illinois.

This observation agreement is for the IECC Associate Degree Nursing Program.

I ask the Board's approval of this observation agreement

TLB/rs

Attachment

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

**OBSERVATION EXPERIENCE AGREEMENT**

Agreement made this 30 day of September, 2011, between Happy Day Express of Fairfield, IL, hereinafter referred to as AGENCY, and Illinois Eastern Community Colleges, District 529, Olney Central College Associate Degree Nursing/Practical Nurse Certificate Program, hereinafter referred to as COLLEGE.

Agreement is for the purpose of providing student observation experience in a facility other than the classroom or clinical setting. An observation experience may be described as:

An opportunity for the nursing student to visit an agency at a designated time to observe the functions of health team and the common well defined health problems of the client treated by said agency.

**COLLEGE AGREES TO:**

1. Utilize AGENCY for student observation experiences as part of their clinical instruction. These experiences would be under the indirect supervision of a college instructor in that an instructor would not be on AGENCY premises with the students. The instructor will be available by telephone.
2. Provide the AGENCY with written objectives for each observation experience.
3. Comply with rules, regulations and policies of AGENCY that are applicable to AGENCY employees, including, but not limited to health, safety and confidentiality regulations.
4. Insure that students are covered by liability insurance.
5. Retain responsibility for student education.
6. Evaluate total clinical experience received by students from AGENCY.

**AGENCY AGREES TO:**

1. Retain responsibility for client care.
2. Encourage student learning experiences by providing opportunity for student to interact with staff.

3. Encourage student learning experiences by providing opportunity for student to observe patient care by AGENCY staff.
4. Evaluate total student observation experience.
5. The AGENCY will determine the number of students allowed for each assignment.
6. The AGENCY will determine what nursing functions the student may perform.

AGENCY:

Happy Day Express

By \_\_\_\_\_

COLLEGE:

ILLINOIS EASTERN COMMUNITY COLLEGES,  
DISTRICT 529, OLNEY CENTRAL COLLEGE  
ASSOCIATE DEGREE NURSING/PRACTICAL  
NURSE CERTIFICATE PROGRAM

By \_\_\_\_\_  
Department Head

By \_\_\_\_\_  
Associate Dean of Nursing and Allied Health

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

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

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

Approved: 12/14/87 by Dept. Heads  
Revised: 08/27/92; 10/05/94; 10/2000; 7/04; 5/09; 5/11  
Reviewed: 04/28/97; 10/08

**Agenda Item #9N**

**Observation Agreement – Fairfield First Christian Preschool**

**IECC Associate Degree Nursing Program**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 18, 2011  
RE: Observation Agreement with First Christian Preschool  
Associate Degree Nursing Program

IECC wishes to enter into an observation agreement with the First Christian Preschool, located in Fairfield, Illinois.

This observation agreement is for the IECC Associate Degree Nursing Program.

I ask the Board's approval of this observation agreement

TLB/rs

Attachment

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

**OBSERVATION EXPERIENCE AGREEMENT**

Agreement made this 30 day of August, 2011, between First Christian Pre School of Fairfield, IL, hereinafter referred to as AGENCY, and Illinois Eastern Community Colleges, District 529, Olney Central College Associate Degree Nursing/Practical Nurse Certificate Program, hereinafter referred to as COLLEGE.

Agreement is for the purpose of providing student observation experience in a facility other than the classroom or clinical setting. An observation experience may be described as:

An opportunity for the nursing student to visit an agency at a designated time to observe the functions of health team and the common well defined health problems of the client treated by said agency.

**COLLEGE AGREES TO:**

7. Utilize AGENCY for student observation experiences as part of their clinical instruction. These experiences would be under the indirect supervision of a college instructor in that an instructor would not be on AGENCY premises with the students. The instructor will be available by telephone.
8. Provide the AGENCY with written objectives for each observation experience.
9. Comply with rules, regulations and policies of AGENCY that are applicable to AGENCY employees, including, but not limited to health, safety and confidentiality regulations.
10. Insure that students are covered by liability insurance.
11. Retain responsibility for student education.
12. Evaluate total clinical experience received by students from AGENCY.

**AGENCY AGREES TO:**

7. Retain responsibility for client care.
8. Encourage student learning experiences by providing opportunity for student to interact with staff.

9. Encourage student learning experiences by providing opportunity for student to observe patient care by AGENCY staff.
10. Evaluate total student observation experience.
11. The AGENCY will determine the number of students allowed for each assignment.
12. The AGENCY will determine what nursing functions the student may perform.

AGENCY:

First Christian Church Pre-School

By \_\_\_\_\_

COLLEGE:

ILLINOIS EASTERN COMMUNITY COLLEGES,  
DISTRICT 529, OLNEY CENTRAL COLLEGE  
ASSOCIATE DEGREE NURSING/PRACTICAL  
NURSE CERTIFICATE PROGRAM

By \_\_\_\_\_  
Department Head

By \_\_\_\_\_  
Associate Dean of Nursing and Allied Health

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

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

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

Approved: 12/14/87 by Dept. Heads  
Revised: 08/27/92; 10/05/94; 10/2000; 7/04; 5/09; 5/11  
Reviewed: 04/28/97; 10/08

**Agenda Item #10**

**Bid Committee Report**

**None**

**Agenda Item #11**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

**TREASURER'S REPORT**  
**September 30, 2011**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$7,186,630.29
Operations & Maintenance	\$367,815.59
Operations & Maintenance (Restricted)	\$30,460.75
Bond & Interest	\$1,066,228.20
Auxiliary	(\$605,025.60)
Restricted Purposes	(\$777,462.56)
Working Cash	\$188,438.75
Trust & Agency	\$378,816.07
Audit	(\$25,293.63)
Liability, Protection & Settlement	\$83,673.70
<b>TOTAL ALL FUNDS</b>	<b>\$7,894,281.56</b>

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**September 30, 2011**

	<b>ALL FUNDS</b>
	<b>Fiscal Year 2012</b>
<b>ASSETS:</b>	
CASH	7,894,282
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	18,190,000
RECEIVABLES	7,172,735
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	577,237
OTHER ASSETS	469,421
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>34,338,075</b>
<b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	193,265
ACCOUNTS PAYABLE	85,121
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	367,113
<b>TOTAL LIABILITIES:</b>	<b>645,499</b>
<b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	3,097,988
PR YR BDGTD CHANGE TO FUND BALANCE	(18,864)
<b>FUND BALANCES:</b>	
FUND BALANCE	19,241,312
RESERVE FOR ENCUMBRANCES	11,372,140
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>33,692,576</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>34,338,075</b>

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF September 30, 2011

ALL FUNDS

FY 2012  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	2,285,501
STATE GOVT SOURCES	2,948,772
STUDENT TUITION & FEES	6,711,879
SALES & SERVICE FEES	1,222,645
FACILITIES REVENUE	705
INVESTMENT REVENUE	23,900
OTHER REVENUES	229,694
TOTAL REVENUES:	13,423,096

EXPENDITURES:

INSTRUCTION	2,425,651
ACADEMIC SUPPORT	106,841
STUDENT SERVICES	323,090
PUBLIC SERV/CONT ED	15,563
OPER & MAINT PLANT	837,881
INSTITUTIONAL SUPPORT	1,830,669
SCH/STUDENT GRNT/WAIVERS	2,349,582
AUXILIARY SERVICES	1,416,551
TOTAL EXPENDITURES:	9,305,828

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	4,117,268
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**Illinois Eastern Community Colleges  
Operating Fund - Income Statement  
CASH BASIS  
July 1, 2011 -- September 30, 2011**

	<b>Education Fund</b>	<b>O &amp; M Fund</b>	<b>Total Operating Funds</b>
<b>REVENUES:</b>			
Local Government Sources	918,448	393,742	1,312,190
State Government Sources	1,913,781	1,034,991	2,948,772
Net Tuition and Fees	1,324,737	-	1,324,737
Sales & Service Fees	9,802	-	9,802
Facilities Revenue	-	225	225
Investment Revenue	17,638	449	18,087
Other Revenues	22,819	-	22,819
<b>TOTAL REVENUES:</b>	<b><u>4,207,225</u></b>	<b><u>1,429,407</u></b>	<b><u>5,636,632</u></b>
 <b>EXPENDITURES:</b>			
Salaries	3,109,341	203,919	3,313,260
Employee Benefits	428,285	31,392	459,677
Contractual Services	104,023	77,588	181,611
Materials	346,945	94,052	440,997
Travel & Staff Development	29,723	2,214	31,937
Fixed Charges	106,100	181,171	287,271
Utilities	22,914	223,049	245,963
Capital Outlay	-	2,700	2,700
Other	20,882	1,722	22,604
<b>TOTAL EXPENDITURES:</b>	<b><u>4,168,213</u></b>	<b><u>817,807</u></b>	<b><u>4,986,020</u></b>
 <b>TRANSFERS :</b>			
Interfund Transfers	-	-	-
<b>TOTAL TRANSFERS:</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
 <b>NET INCREASE/DECREASE IN NET ASSETS</b>	 <b><u><u>39,012</u></u></b>	 <b><u><u>611,600</u></u></b>	 <b><u><u>650,612</u></u></b>

**OPERATING FUNDS  
COMPARISON REPORT FY10-12**

College	Category	FISCAL YEAR 2010			FISCAL YEAR 2011			FISCAL YEAR 2012			
		Estimated Budget	Spent Thru September	% of Bdgt	Estimated Budget	Spent Thru September	% of Bdgt	Estimated Budget	Spent Thru September	% of Bdgt	% of Year
Frontier	Bills		\$536,603			\$509,408			\$496,428		
	Payroll		\$397,551			368,082			469,552		
	Totals	\$ 4,389,054	934,154	21%	\$ 4,213,492	877,490	21%	\$ 4,432,594	965,980	22%	25%
Lincoln Trail	Bills		\$472,798			470,240			485,932		
	Payroll		\$455,276			362,431			512,562		
	Totals	\$ 4,620,861	928,074	20%	\$ 4,436,027	832,671	19%	\$ 4,666,700	998,494	21%	25%
Olney Central	Bills		\$649,322			607,497			629,583		
	Payroll		\$834,278			770,632			1,009,152		
	Totals	\$ 7,188,350	1,483,600	21%	\$ 6,900,816	1,378,129	20%	\$ 7,259,658	1,638,735	23%	25%
Wabash Valley	Bills		\$862,387			633,104			801,548		
	Payroll		\$548,277			470,051			633,983		
	Totals	\$ 6,404,243	1,410,664	22%	\$ 5,955,946	1,103,155	19%	\$ 6,265,655	1,435,531	23%	25%
Workforce Educ.	Bills		\$556,586			903,915			916,691		
	Payroll		\$222,253			240,144			289,664		
	Totals	\$ 4,150,932	778,839	19%	\$ 4,109,423	1,144,059	28%	\$ 4,323,113	1,206,355	28%	25%
District Office	Bills		\$58,159			51,679			50,847		
	Payroll		\$194,021			160,655			210,789		
	Totals	\$ 1,217,108	252,180	21%	\$ 1,168,424	212,334	18%	\$ 1,229,182	261,636	21%	25%
District Wide	Bills		\$456,837			493,357			639,432		
	Payroll		\$173,010			140,991			187,558		
	Totals	\$ 4,477,402	629,847	14%	\$ 3,607,770	634,348	18%	\$ 4,500,654	826,990	18%	25%
<b>GRAND TOTALS</b>		<b>\$32,447,950</b>	<b>\$6,417,358</b>	<b>20%</b>	<b>\$30,391,898</b>	<b>\$6,182,186</b>	<b>20%</b>	<b>\$ 32,677,557</b>	<b>\$7,333,721</b>	<b>22%</b>	<b>25%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**September 30, 2011**

	FY 2012		FY 2011		Increase (Decrease)
	Amount	% of Total	Amount	% of Total	
Salaries	3,313,260	45.18%	2,512,986	40.65%	800,274
Employee Benefits	459,677	6.27%	422,820	6.84%	36,857
Contractual Services	181,611	2.48%	134,423	2.17%	47,188
Materials	440,997	6.01%	339,279	5.49%	101,718
Travel & Staff Development	31,937	0.44%	33,719	0.55%	(1,782)
Fixed Charges	287,270	3.92%	302,483	4.89%	(15,213)
Utilities	245,963	3.35%	275,653	4.46%	(29,690)
Capital Outlay	2,700	0.04%	28,956	0.47%	(26,256)
Other	2,370,306	32.32%	2,131,867	34.48%	238,439
	<u>7,333,721</u>	<u>100.00%</u>	<u>6,182,186</u>	<u>100.00%</u>	<u>1,151,535</u>

**Agenda Item #12**

**Chief Executive Officer's Report**

**Agenda Item #13**

**Executive Session**

**Agenda Item #14**

**Approval of Executive Session Minutes**

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

**Agenda Item #15**

**Approval of Personnel Report**

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Terry L. Bruce  
**DATE:** October 13, 2011  
**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., 400.3. and 400.4 will be mailed under separate cover.

# **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Approval of Proposed Non-College Employment (External Report)**
- 400.3. Retirements**
- 400.4. Resignations**

# **PERSONNEL REPORT**

## **400.1. Employment of Personnel**

### **A. Faculty**

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

### **B. Classified**

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

## **400.2. Approval of Proposed Non-College Employment (External Report)**

## **400.3. Retirements**

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

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

### **B. Classified**

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

## **400.4. Resignations**

### **A. Classified**

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

**Agenda Item #16**

**Collective Bargaining**

**Agenda Item #17**

**Litigation**

**Agenda Item #18**

**Acquisition and Disposition of Property**

**Agenda Item #19**

**Other Items**

**Agenda Item #20**

**Adjournment**

**Locally Funded & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget								
FCC Classroom Remodeling	Local	\$392,000								
District Wide - Surveillance Systems	PHS	\$144,000								
<b>GRAND TOTAL</b>		<b>\$536,000</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

9/30/2011