

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**April 15, 2003**



**Location:**

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**April 15, 2003  
7:00 p.m.  
Lincoln Trail College**

1. Call to Order & Roll Call.....Chairman Lane
2. Disposition of Minutes..... CEO Bruce
3. Seating of Student Board Member.....Hillis
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.
8. Policy Second Reading ..... Bruce
  - A.
9. Staff Recommendations for Approval
  - A. HIPAA Agreement with St. Mary’s Medical Center ..... Bruce
  - B. Ameren/CIPS Assessment..... Bruce
  - C. Olney-Jasper County Enterprise Zone/Tax Abatement/Expiration Date ..... Bruce
  - D. FY Activity Fee Allocations..... Browning
  - E. Building Lease Agreements ..... Bruce
    - OCC Cosmetology Lease
    - IECC Dislocated Worker’s Lease
    - IECC/IETC Lease
    - IECC/CMS IDES Sublease
    - IECC/Lake Land Sublease
    - IECC/CEFS Sublease
10. Bid Committee Report .....Browning
  - Digital Whiteboard Recorders & Software
  - Tape Library
  - Roof Work – Phase 7

11. District Finance
  - A. Financial Report .....Browning
  - B. Status of District Finances..... Bruce/Browning
  - C. Approval of Financial Obligations .....Browning
12. Chief Executive Officer's Report ..... Bruce
13. Executive Session ..... Bruce
14. Approval of 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 Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the University of Illinois Extension Building Conference Room, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, March 18, 2003.

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

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

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

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

Also present at this meeting, in addition to trustees:

Mr. Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
Dr. John Arabatgis, President of Lincoln Trail College.  
Dr. Michael Dreith, President of Frontier Community College.  
Mr. Wayne Henegar, Dean of Instruction of Wabash Valley College.  
Ms. Jennifer Mathes, Dean of Instruction of Olney Central College.  
Mr. Roger Browning, Chief Finance Officer.  
Mrs. Tara Buerster, Director of Personnel.  
Ms. Kathleen Pampe, Associate Dean of Education to Careers Program.  
Ms. Pamela Schwartz, Associate Dean of Institutional Development.  
Mr. George Woods, Dean of Community Development & Workforce Education.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes of the following meetings were presented for approval.

Regular Meeting, Tuesday, February 18, 2003.

Special Meeting, Tuesday, March 11, 2003.

**Board Action:** Dr. Fischer made a motion to approve the minutes of the Regular Meeting of February 18, 2003 and the Special Meeting of March 11, 2003, as prepared. Mrs. Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

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

**Special Recognition of Student Trustee:** A plaque was presented to Mr. Cory Musgrave, in recognition of and appreciation for his year of service as the student member of the Board of Trustees.

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

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

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

**AGENDA #5 – “Reports” –**

**#5-A. Report from Trustees:** Mr. Rost presented copies of the publication, “A Heritage of Progress,” published for the 100<sup>th</sup> anniversary of the Fairfield National Bank. Judith Puckett and Carroll Hilliard of Frontier Community College assisted in preparation of the book.

**#5-B. Report from Presidents:** Dr. Arabatgis, Dr. Dreith, Mr. Henegar, Ms. Mathes presented informational reports from each of the four colleges.

**#5-C. Report from Cabinet:** Mr. Woods presented an informational report on Coal Mining Technology/Telecom. Ms. Pampe reported that the Hella Angels Robotics team won the first Robotics St. Louis Regional March 8 and is headed to the “Super Bowl of Smarts” in Houston, Texas, to compete in the national championship April 10-12, 2003.

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

**#6-A. After 6 p.m. Tuition Waivers:** Current Board policy is to waive all tuition on courses offered after 6:00 p.m. by each campus. This policy is contained in the catalog and by this action will be added to the Policy Manual Section 500.14, Paragraph E. As part of an on-going effort to reduce the number of overall waivers and thereby increase revenue, the Presidents, the Chief Finance Officer and Chief Executive Officer are recommending that a portion of the tuition be charged on every after 6:00 p.m. course. The CEO recommended that the Board of Trustees approve a \$10.00 per semester hour charge for those courses offered after 6:00 p.m. as set forth in Paragraph E of Policy 500.14, as follows:

E. **After 6 p.m. Waiver:** Tuition of \$10.00 per semester hour will be charged for students enrolled in four semester hours or less per semester if the course(s) begins after 6 p.m. Tuition of \$10.00 per semester hour will be charged for students enrolled in four semester hours or less before 6 p.m. if the student works a night shift on a full-time basis.

**Board Action:** Mr. Koertge made a motion to waive second reading and approve the foregoing addition of Paragraph E to Policy Manual Section 500.14 relative to after 6 p.m. tuition. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**#6-B. Authorization of Partial Tuition Waivers:** For several years, at the direction of the Board of Trustees, the Presidents, Chief Finance Officer and Chief Executive Officer have been working together to reduce tuition waivers. The current fiscal uncertainties have created a new impetus to review the District's tuition waiver policy. Currently, all tuition waivers are given at 100%. The Presidents, CFO and CEO believe there are some students who could afford to pay some portion of the tuition and still attend an IECC college. Therefore, the CEO is asking for approval for each President to be allowed to grant a partial tuition waiver when appropriate as set forth in Paragraph F of Policy 500.14, as follows:

F. Discretionary Tuition Waivers: Other types of tuition waivers such as academic and athletic scholarships, special educational programs, partial waivers of tuition, or workshops may be initiated by the colleges, upon recommendation of the President of the college with approval of the Chief Executive Officer or his designee.

**Board Action:** Mr. Musgrave made a motion to waive second reading and approve the foregoing addition of paragraph F to Policy Manual Section 500.14 relative to discretionary tuition waivers. Mr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**#6-C. Part-Time Employee Tuition Waivers:** Current Board Policy is to grant a tuition waiver for part-time employees working more than 20 hours for one course per semester. However, this policy has not been printed in Policy 500.14. The CEO recommended that the Board approve insertion of the current policy in the appropriate place in the Policy Manual as Paragraph C, as follows:

C. Part-Time Employees: Part-time employees working 20 hours or more may be given an in-district tuition waiver for one course per semester.

**Board Action:** Dr. Fischer made a motion to waive second reading and approve the foregoing addition of Paragraph C to Policy Manual Section 500.14 relative to part-time employee tuition waivers. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

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

**#8-A. Capital Project Applications:** Mr. Browning presented two Capital Project Applications, made possible by Board approved cancellation of the Paint Booth Installation project at Wabash Valley College. The CEO recommended that the following project applications and resolutions be approved, for submission to the Illinois Community College Board.

**#8-A. (1) Roof Replacement, Main Hall – WVC:** ICCB Project Application including all forms and documents relative thereto, was presented for the following project, along with a resolution to approve the project:

PHS Project Name: Roof Replacement, Main Hall – WVC. Project Costs \$108,900; Contingency \$10,900; A/E Professional Fees \$12,000. Total \$131,800.

### **Resolution to Approve PHS Construction Project**

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (Hereinafter referred to as IECC) is authorized to complete necessary projects dealing with protection, health, and safety of students, employees, or visitors; and,

WHEREAS, there is a need for repair and alteration of certain facilities of Illinois Eastern Community Colleges District No. 529; and

WHEREAS, the board has received reports from a licensed professional architect/engineer that there are projects at IECC which require repair and alterations, as defined in ICCB Rule 1501.601; and,

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for such repairs or alterations and levy a tax sufficient to retire said outstanding bond issue over a period of years; and

WHEREAS, the project recommended for repair and alterations is:

Roof Replacement, Main Hall – WVC – Total estimated cost including fees and contingency – \$131,800.

WHEREAS, the Board certifies these projects also meet the requirements of 805/3-20.3.01 of the Public Community College Act and are necessary projects for Americans with Disabilities Act of 1990 or handicapped accessibility and not routine maintenance projects.

NOW, be it resolved by the Board of Trustees of Community College District 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary for the protection, health, and safety of the students, employees, or visitors of IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the project above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval of the above referenced project.

**Board Action:** Dr. Fischer made a motion to approve the Capital Project Application Form and related documents and adopt the resolution for the WVC roof replacement project as recommended. Mr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**#8-A. (2) Exterior/Interior Wall Repair – WVC:** ICCB Project Application including all forms and documents relative thereto, was presented for the following project, along with a resolution to approve the project:

PHS Project Name: Exterior-Interior Wall Repair – WVC. Project Costs \$71,300; Contingency \$7,200; A/E Professional Fees \$7,900. Total \$86,400.

### **Resolution to Approve PHS Construction Project**

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (Hereinafter referred to as IECC) is authorized to complete necessary projects dealing with protection, health, and safety of students, employees, or visitors; and,

WHEREAS, there is a need for repair and alteration of certain facilities of Illinois Eastern Community Colleges District No. 529; and

WHEREAS, the board has received reports from a licensed professional architect/engineer that there are projects at IECC which require repair and alterations, as defined in ICCB Rule 1501.601; and,

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for such repairs or alterations and levy a tax sufficient to retire said outstanding bond issue over a period of years; and

WHEREAS, the project recommended for repair and alterations is:

Exterior/Interior Wall Repair – WVC – Total estimated cost including fees and contingency – \$86,400.

WHEREAS, the Board certifies these projects also meet the requirements of 805/3-20.3.01 of the Public Community College Act and are necessary projects for Americans with Disabilities Act of 1990 or handicapped accessibility and not routine maintenance projects.

NOW, be it resolved by the Board of Trustees of Community College District 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary for the protection, health, and safety of the students, employees, or visitors of IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the project above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval of the above referenced project.

**Board Action:** Mr. Musgrave made a motion to approve the Capital Project Application Form and related documents and adopt the resolution for the WVC wall repair project as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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



**#8-B. Crossroads Hospital HIPAA Agreement:** The CEO recommended approval of the Health Insurance Portability and Accountability Act (HIPAA) Agreement between Illinois Eastern Community Colleges and the Crossroads Hospital.

**#8-C. United Methodist Village HIPAA Agreement:** The CEO recommended approval of the Health Insurance Portability and Accountability Act (HIPAA) Agreement between Illinois Eastern Community Colleges and the United Methodist Village.

**Add to Agenda – Visiting Nurses Association of Evansville, Indiana HIPAA Agreement:** The CEO recommended that approval of the Health Insurance Portability and Accountability Act (HIPAA) Agreement between Illinois Eastern Community Colleges and the Visiting Nurses Association of Evansville, Indiana, be added to the agenda. Without objection, the Chair directed that this item be added to the agenda.

**Board Action to Approve 3 HIPAA Agreements:** Dr. Fischer made a motion to approve Health Insurance Portability and Accountability Act (HIPAA) Agreements with Crossroads Hospital, United Methodist Village and Visiting Nurses Association of Evansville, Indiana as recommended. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**#8-D. Agreement with Southwestern Illinois College:** The CEO recommended approval of a Cooperative Agreement between Illinois Eastern Community Colleges, District #529, and Southwestern Illinois College, District #522, to provide OSHA health and safety programs to the following nursing homes:

Senior Manor, Sparta, Illinois.  
Three Springs, Chester, Illinois.  
Grange Nursing Home, Mascoutah, Illinois.  
Freeburg Nursing Home, Freeburg, Illinois.  
Monroe County Care, Waterloo, Illinois.  
Canterbury Manor, Waterloo, Illinois.

**Board Action:** Dr. Fischer made a motion to approve the Agreement with Southwestern Illinois College to provide OSHA health and safety programs to specified nursing homes in the Southwestern Illinois College district as recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**#8-E. Agreement Between LTC Foundation & City of Robinson:** The LTC Foundation and the City of Robinson are planning to construct an indoor recreational facility. Neither LTC nor IECC funds are to be utilized in construction of the facility, but by executing this intergovernmental agreement, the City of Robinson will be able to apply for state and federal recreational grants. The IECC District's only obligation is to show the City as an insured on our

current liability policy for times when LTC students will be using the facility. The facility will be constructed on real estate located at 501 South Cross Street, Robinson, Illinois, as described on an exhibit attached to the agreement.

The CEO presented the following amendments to the Intergovernmental Agreement as distributed in the Board of Trustees Agenda material for this regular meeting: The facility will be known as “Parker-Raygan Facility.” Foundation liability is capped at \$90,000. The amended agreement includes a list of what is being provided.

**Leave to Substitute Amended Agreement:** Without objection, the Chair directed that the amended Intergovernmental Agreement relative to the Parker-Raygan Facility be substituted for the agreement included in the Board Agenda mailing for this meeting.

**Board Action:** Dr. Fischer made a motion to approve the amended Intergovernmental Agreement between the LTC Foundation and the City of Robinson as recommended. Mr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#### **AGENDA #9 – “Bid Committee Report” –**

**#9-A. IECC – Bleacher Replacement for LTC – PHS Phase 7:** Mr. Browning presented the recommendation of Marion Poggas of Image Architects and the Bid Committee to accept the bid of Seating Systems, Inc., Farina, IL, for bleacher replacement at Lincoln Trail College, PHS Phase 7, for a total of \$117,378. Source of Funds: Series 2002 Protection, Health & Safety Bond Funds.

**Board Action:** Mr. Koertge made a motion to accept the recommendation of Image Architects and the Bid Committee and accept the bid of Seating Systems for bleacher replacement at LTC. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**#9-B. IECC – Digital Whiteboard Recorders & Software:** Mr. Browning presented the recommendation of the Bid Committee to reject all bids for digital whiteboard recorders and software.

**Board Action:** Dr. Fischer made a motion to reject all bids for digital whiteboard recorders and software as recommended. Miss Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

**#9-C. IECC – Tape Library:** Mr. Browning presented the recommendation of the Bid Committee to reject tape library bids.

**Board Action:** Dr. Fischer made a motion to reject all tape library bids as recommended. Miss Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

**#9-D. LTC Correctional Center – Computers:** Mr. Browning presented the recommendation of the Bid Committee to accept the bid of Charley, Inc., Robinson, IL, for 37 computers for LTC Correctional Center, at \$736 each for a total bid of \$27,232. Source of Funds: Instructional. Department: LTC Instructional.

**Board Action:** Dr. Fischer made a motion to accept the recommendation of the Bid Committee and accept the bid of Charley, Inc. for 37 computers. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$3,274,013.63, as of February 28, 2003.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for the month of March 2003, totaling \$724,748.30, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Miss Wolfe made a motion to approve payment of the district financial obligations for the month of March 2003, in the amounts listed, and payments from the revolving fund for the month of February 2003. Mr. Musgrave seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**AGENDA #11 – “Chief Executive Officer's Report”** - Mr. Bruce presented informational reports relative to the following topics:

1. National GED Advisory Committee – Jack Davis to serve on committee.
2. Crawford County Taxing Bodies Agreement with Marathon Ashland.
3. Insurance Committee Meeting.
4. Perkins Postsecondary Performance Grant – \$60,000.
5. IECC On-Line Courses – 35.
6. Higher Learning Commission (HLC) Committees.
7. Crawford County Historical Society Newsletter.
8. Trustee Attendance at Graduation.
9. Electronic Board Presentation – Lane-Smith-Bruce at ICCTA.
10. Enrollment Report – Spring 2003 – District +3%.

**AGENDA #12 – “Executive Session”** – The CEO recommended that a closed meeting be held, under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, [including hearing testimony on a complaint lodged against an employee to determine its validity]; and, under Section 2(c)(2) of the Open Meetings Act to consider collective negotiating matters; and, under Section 2(c)(5) of the Open Meetings Act to consider purchase of real property for the use of the community college district; and, under Section 2(c)(11) of the Open Meetings Act to consider pending litigation against, affecting or on behalf of the District or litigation which is probable or imminent; and, under Section 2(c)(21) of the Open Meetings Act to consider and approve minutes of meetings lawfully closed under the Act.

**#12-A. Closed Meeting:** Mr. Koertge made a motion to hold a closed meeting to consider the matters outlined by the CEO. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Mr. Rost, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Mr. Williams. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried and a closed meeting was held beginning at 8:15 p.m.

**#12-B. Closed Meeting Ended:** Mrs. Culver made a motion to reconvene in open session. Mr. Koertge seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion is adopted. A quorum being present, the Board of Trustees reconvened in open, public session for the transaction of business at 8:55 p.m.

(Note: Separate minutes have been prepared for the foregoing closed meeting.)

**AGENDA #13 – “Approval of Executive Session Minutes”** – The CEO recommended that closed meeting minutes of the Regular Meeting, Tuesday, February 18, 2003, be approved and remain closed at this time; and, that closed meeting minutes of the Special Meeting, Tuesday, March 11, 2003, be approved and opened to the public record.

**Board Action:** Mrs. Culver made a motion to approve, as prepared, minutes of closed meetings held Tuesday, February 18, 2003, and Tuesday, March 11, 2003. Closed meeting minutes of February 18, 2003 will remain closed and not be opened to public inspection at this time. Closed meeting minutes of March 11, 2003 will be opened to the public record. Mr. Rost seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

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

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

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

1. Timothy Emmons, Building Superintendent, Lincoln Trail College.

#### **400.2. Resignations**

- A. Classified
  - 1. Stacey Bradbury, Computer Technician, Olney Central College, effective March 31, 2003.
  - 2. Dixie Cherry, Clerk/Receptionist, Frontier Community College, effective March 28, 2003.

#### **Personnel Report Addendum**

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

- A. Classified
  - 1. Jay Zwilling, Network/Web Technician, District Office, effective March 19, 2003, or as soon thereafter as feasible.

#### **400.2. Resignations**

- A. Professional/Non-Faculty
  - 1. Brad Musgrave, Director of Recruitment & Advisement, Lincoln Trail College, effective May 15, 2003.
- B. Faculty
  - 1. Approval to allow CEO to accept pending resignation of Nursing faculty member.

**Board Action to Amend Personnel Report:** Mrs. Culver made a motion to amend the Personnel Report as recommended to add the addendum as presented. Mr. Musgrave 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 is adopted.

**Board Action to Approve Amended Personnel Report:** Mr. Rost made a motion to approve the foregoing amended Personnel Report as recommended. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

**AGENDA #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – Without objection, the Chair directed that the following action item be added to the agenda:

**#16-A. Johannes Settlement:** Mr. Musgrave presented the following motion: “I move that CEO Terry Bruce be authorized to settle all outstanding claims with Johannes Construction, Incorporated, as it relates to Phase III and Phase IV Protection, Health and Safety work contracted to be completed by Johannes Construction. Such agreement would include settlement of issues before the American Arbitration Association and issues before the Circuit Court in Richland County.” Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

**AGENDA #18 – “Other Items”** – None.

**AGENDA #19 – “Adjournment”** – Mrs. Culver made a motion to temporarily adjourn, with the Board of Trustees to reconvene at 8:00 a.m., Tuesday, April 8, 2003, at which time a telephone conference meeting will be held at the IECC District Offices, 233 East Chestnut Street, Olney, Illinois, to canvass returns and proclaim results of the April 1, 2003 Board of Trustees election. Next regular meeting of the Board of Trustees will be Tuesday, April 15, 2003, at 7 p.m. at Lincoln Trail College, Robinson, Illinois. Mr. Musgrave 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 temporarily adjourned at 9:05 p.m., until the designated and announced date, time and place.

Approved: Chairman: \_\_\_\_\_

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

Minutes of a reconvened 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 by telephone conference from the District Office building, 233 East Chestnut Street, Olney, Illinois, Tuesday, April 8, 2003. Meeting reconvened pursuant to temporary adjournment taken at a duly convened regular meeting Tuesday, March 18, 2003.

**1. Call to Order & Roll Call:** Mr. James W. Lane, Jr., Chairman, who chaired the meeting, called the meeting to order at 8:00 a.m. The Secretary called the roll and the following trustees answered to their names as called and were found to be present:

Mrs. Brenda K. Culver (by telephone), Dr. G. Andrew Fischer (by telephone), Mr. Walter L. Koertge (at District Office), Mr. James W. Lane Jr. (at District Office), Mr. Larry Rost (by telephone), Mr. Kevin C. Williams (by telephone), Miss Marilyn J. Wolfe (by telephone). Trustees absent at roll call: Mr. Cory Musgrave, student trustee. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

Also present at this meeting, in addition to trustees: Mr. Terry L. Bruce, Chief Executive Officer/Chief Operating Officer; Mr. Harry Hillis, Jr., Board Secretary.

**2. Canvass of Election Returns:** The Board of Trustees reviewed the results of the April 1, 2003 election as furnished by the county clerks in each of the 12 counties in which all or a part of Community College District No. 529 is located.

**3. Ratification of Signatures:** The Chair asked for a motion, second and roll call vote for members of the Board of Trustees (Canvassing Board) to ratify their signatures on the two documents, "Abstract of Votes" and "Notice to Election Authority of Persons Elected," relative to the April 1, 2003 election. Mrs. Culver so moved. Mr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Mr. Rost, Mr. Williams, Miss Wolfe. Trustees voting nay: None. Trustees absent: Mr. Musgrave. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and the signatures ratified.

**4. Resolution Proclaiming Results of April 1, 2003 Election:** The following resolution was presented.

WHEREAS, on the 1<sup>st</sup> day of April, 2003, there was held in and for 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, an election for the purpose of electing three (3) members of the Board of Trustees for the full term and one (1) member of the Board of Trustees to fill a vacancy, and

WHEREAS, the Board of Trustees must within seven (7) days after the election canvass the returns and proclaim the results of said election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of said community college district, as follows:

Section 1: That petitions were properly filed by the following:

Candidates for member of the Board of Trustees for the full term, expiring in 2009:

Larry Rost  
Marilyn J. Wolfe  
George Andrew Fischer

Candidate for member of the Board of Trustees to fill a vacancy, with term expiring in 2005:

Walter L. Koertge

Section 2: That proper petitions were filed, proper notice was given, and proper ballots were used at said election.

Section 3: That certificates of results have been submitted to this Board of Trustees by the county clerks of the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and that a canvass finds that the following number of votes were cast for the candidates at the election:

Clark County: Rost 71, Wolfe 75, Fischer 71, Koertge 72.  
Clay County: Rost 1722, Wolfe 1793, Fischer 1642, Koertge 1767.  
Crawford County: Rost 1923, Wolfe 2003, Fischer 1919, Koertge 2018.  
Cumberland County: Rost 0, Wolfe 0, Fischer 0, Koertge 0.  
Edwards County: Rost 754, Wolfe 740, Fischer 697, Koertge 724.  
Hamilton County: Rost 0, Wolfe 0, Fischer 0, Koertge 0.  
Jasper County: Rost 1200, Wolfe 1298, Fischer 1217, Koertge (\* See Note).  
Lawrence County: Rost 1327, Wolfe 1525, Fischer 1359, Koertge 1550.  
Richland County: Rost 709, Wolfe 774, Fischer 704, Koertge 836.  
Wabash County: Rost 1882, Wolfe 2057, Fischer 2369, Koertge 2014.  
Wayne County: Rost 2421, Wolfe 2386, Fischer 2010, Koertge 1958.  
White County: Rost 344, Wolfe 377, Fischer 328, Koertge 341.

\*Note: Because of an error in ballot preparation by the County Clerk of Jasper County, the name of Walter L. Koertge was not listed on the ballot in that county.

**Totals: Rost 12,353, Wolfe 13,028, Fischer 12,316, Koertge 11,280.**

Section 4: That the following candidates have been elected as members of this Board of Trustees:

Larry Rost, elected to a full term.  
Marilyn J. Wolfe, elected to a full term.  
George Andrew Fischer, elected to a full term.  
Walter L. Koertge, elected to fill a vacancy with term expiring in 2005.

Section 5: That the following forms, listing the foregoing candidates and votes received, as signed by members of this Canvassing Board, are hereby adopted and ratified: "Abstract of Votes" and "Notice to Election Authority of Persons Elected."



Section 6: That the Secretary of the Board of trustees is directed forthwith to transmit duplicate original copies of the Abstract of Votes to the State Board of Elections and to the county clerk in each of the 12 counties in which all or a part of Community College District No. 529 is located, as required by the Illinois State Board of Elections.

**Board Action:** Mr. Koertge made a motion to adopt the foregoing resolution proclaiming the results of the April 1, 2003 Board of Trustees election. Mr. Williams seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Mr. Rost, Mr. Williams, Miss Wolfe. Trustees voting nay: None. Trustees absent: Mr. Musgrave. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**5. Adjournment:** Dr. Fischer made a motion to adjourn. Miss Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken. The Chair declared that the "Ayes" have it, the motion is adopted, and the meeting adjourned at 8:10 a.m.

Approved:      Chairman: \_\_\_\_\_  
Secretary: \_\_\_\_\_

**Agenda Item #1**

**Agenda Item #1**

**Call to Order & Roll Call**

**Agenda Item #2**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Agenda Item #3**

**Seating of New Student Board Member**

**Agenda Item #4**

**Agenda Item #4**

**Recognition of Visitors and Guests**

- A. Visitors and Guests**
- B. IECEA Representatives**

**Agenda Item #5**

**Agenda Item #5**

**Public Comment**

**Agenda Item #6**

**Reports**

- A. Trustees**
  - B. Presidents**
  - C. Cabinet**
- Coal Mining Technology/Telecom**

**Agenda Item #7**

**Agenda Item #7**

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



**Agenda Item #8**

**Agenda Item #8**

**Policy Second Reading**

**Agenda Item #9**

**Staff Recommendations for Approval**

**Agenda Item #9A**

**HIPAA Agreement with St. Mary's Medical Center**

**MEMORANDUM**

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: April 15, 2003  
RE: HIPAA Agreement/St. Mary's Medical Center

Mr. Chairman, I request approval of the Health Insurance Portability and Accountability Act (HIPAA) Agreement between Illinois Eastern Community Colleges and St. Mary's Medical Center of Evansville, Indiana. The agreement is attached.

TLB/rs

Attachment

## HIPAA Business Associate Agreement Addendum

THIS ADDENDUM (the "Addendum") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by and between \_\_\_\_\_ ("Company") and St Mary's Medical Center of Evansville, Indiana ("Client") and amends the following agreement (the "Agreement") previously entered into between Company and Client:

### **Contract Title Date of Company Execution**

- 1. Definitions.** For purposes of this Addendum, the following terms shall have the designated meanings.
- a. "*Designated Record Set*" shall mean a group of records maintained by or for Client that is (i) the medical records and billing records about individuals maintained by or for Client (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Client to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Client.
  - b. "*Electronic Media*" shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.
  - c. "*HIPAA*" shall mean the Health Insurance Portability and Accountability Act of 1996.
  - d. "*HIPAA Transaction*" shall mean Transactions as defined in 45 C.F.R. § 160.103 of the Transaction Standards.
  - e. "*Individually Identifiable Health Information*" shall mean information that is a subset of health information, including demographic information collected from an individual, and
    1. is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and
    2. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is reasonable basis to believe the information can be used to identify the individual.

- f. *“Privacy Standards”* shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.
  - g. *“Protected Health Information”* shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium. *“Protected Health Information”* shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, or records described in 20 U.S.C. § 1232g(a)(4)(B)(iv).
  - h. *“Secretary”* shall mean the Secretary of the United States Department of Health and Human Services.
  - i. *“Security Standards”* shall mean the regulations with regard to security standards for health information to be promulgated by the Secretary pursuant to the authority granted by Title II, Subtitle F, Section 263 of HIPAA.
  - j. *“Transaction Standards”* shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162.
2. **Use of Protected Health Information.** Company shall not, and shall ensure that its directors, officers, employees contractors and agents do not, use Protected Health Information received from the Client in any manner that would constitute a violation of the Privacy Standards if used by the Client, except that Company may use Protected Health Information (i) for Company’s proper management and administrative services, or (ii) to carry out the legal responsibilities of Company.
  3. **Disclosure of Protected Health Information.** Company shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, disclose Protected Health Information received from the Client in any manner that would constitute a violation of the Privacy Standards if disclosed by the Client, except that Company may disclose Protected Health Information in a manner permitted pursuant to the Agreement or as required by law. To the extent Company discloses Protected Health Information to a third party, Company must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to the Agreement, and will be disclosed only as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Company of any breaches of the confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach.
  4. **Safeguards Against Misuse of Information.** Company agrees that it will implement all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of the Agreement.
  5. **Reporting of Disclosures of Protected Health Information.** Company shall, within five (5) days of becoming aware of a disclosure of Protected Health Information in violation of the Agreement by Company, its officers, directors, employees, contractors, or agents, or by a third party to which Company disclosed Protected Health Information pursuant to subsection (c) of this Section, report any such disclosure to the Client.

6. **Agreements by Third Parties.** Company shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information that is received from, or is created or received by Company on behalf of, the Client pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Company pursuant to this Addendum with respect to such Protected Health Information.
7. **Access to Information.** Within five (5) days of a request by Client for access to Protected Health Information about an individual contained in a Designated Record Set, Company shall make available to the Client such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Company, Company shall within two (2) days forward such request to the Client. Any denials of access to the Protected Health Information requested shall be the responsibility of the Client.
8. **Availability of Protected Health Information for Amendment.** Within ten (10) days of receipt of a request from the Client for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Company shall provide such information to the Client for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526.
9. **Accounting of Disclosures.** Within ten (10) days of notice by the Client to Company that is has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, Company shall make available to the Client such information as is in Company's possession and is required for the Client to make the accounting required by 45 C.F.R. § 164.528. At a minimum, Company shall provide the Client with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Company, Company shall within two (2) days forward such request to the Client. It shall be the Client's responsibility to prepare and deliver any such accounting requested. Company hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
10. **Availability of Books and Records.** Company hereby agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Company on behalf of, the Client available to the Secretary for purposes of determining Client's and Company's compliance with the Privacy Standards.
11. **Effect of Termination.** Upon the termination of the Agreement for any reason, Company will return to Client, or, at Client's direction, destroy, all Protected Health Information received from Client that Company maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer Protected Health Information. Company shall remain bound by the provisions of this Addendum, even after termination of the Agreement, until such time as all Protected Health Information has been returned, de-identified, or otherwise destroyed as provided in this Section.

12. **Breach of Contract.** In addition to any other rights Client may have in the Agreement, this Addendum or by operation of law or in equity, Client may i) terminate the Agreement if Client determines that Company has violated a material term of this Addendum, and ii) at its option, cure or end any such violation. Client's cure of a breach of this Addendum shall not be construed as a waiver of any other rights Client has in the Agreement, this Addendum or by operation of law or in equity.
13. **Third Party Rights.** The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Company and Client.
14. **Electronic Transactions.** Company hereby represents and warrants that to the extent it is transmitting any of the HIPAA Transactions for Client, the format and structure of such transmissions shall be in compliance with the Transaction Standards, provided, it is Client's responsibility to ensure that appropriate Code Sets are used in the coding of services and supplies.
15. **Data Security.** Company hereby represents and warrants that it will utilize commercially reasonable efforts to implement administrative, technical, and physical safeguards and policies and procedures to comply with the Privacy Standards and Security Standards.
16. **Injunctive Relief.** Company acknowledges and stipulates that its unauthorized use or disclosure of Protected Health Information while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Client, and in such event, Client shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Company costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or Addendum.
17. **Owner of Protected Health Information.** Under no circumstances shall Company be deemed in any respect to be the owner of any Protected Health Information used or disclosed by or to Company pursuant to the terms of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Addendum the day and year first above written.

COMPANY \_\_\_\_\_

CLIENT \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Agenda Item #9B**

**Ameren/CIPS Assessment**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: April 15, 2003  
RE: Ameren/CIPS Assessment

The agreement approved by the Board for the past three years concerning the assessment of the Ameren/CIPS facility located in Jasper County has come to an end. The taxing bodies met with Ameren/CIPS attorneys in Newton on February 25, 2003. After several sessions of negotiations between attorneys for Ameren/CIPS and the various taxing bodies, the parties have agreed to the following future assessments of the Ameren/CIPS facility.

The taxing bodies propose the following:

1. We would agree to raise the 2002 assessment by 5% on the plant and dam only, payable in 2003, and
2. We would agree to raise the 2003 assessment by 5% on the plant and dam only, payable in 2004, and
3. We would agree that the 2004 assessment would not be increased on the plant and dam, payable in 2005.

Assessments as agreed:

2001	-	\$ 95,739,000 – Plant 805,100 – Dam	2003	-	\$105,552,250 - Plant 887,620 – Dam
2002	-	\$100,525,950 – Plant 845,355 – Dam	2004	-	Same

Although the final documents have not been prepared, the various taxing bodies have been asked to approve this proposal and I would ask for the Board's favorable action directing the Chairman and/or the CEO to sign a proposal when prepared for execution.

TLB/rs

**Agenda Item #9C**

**Olney-Jasper County Enterprise Zone Extension/Tax Abatement/Expiration Date**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: April 15, 2003  
RE: Olney-Jasper County Enterprise Zone Extension/Tax Abatement/Expiration Date

The Board of Trustees is being asked to approve a resolution which contains the following items:

1. The Richland County Economic Development Group is requesting Board approval for an extension of the existing Olney/Richland County Enterprise Zone. This extension would include the economic development areas in Jasper County as a sub-zone of the existing Olney/Richland County Enterprise Zone. Because no additional enterprise zones may be created, Jasper County has asked to be included within the existing Olney/Richland County Enterprise Zone.
2. The resolution approving the extension also sets forth a tax abatement for commercial expansion within the current and the extended enterprise zone on commercial improvements at the rate of 100% tax abatement for the first two years; 80% tax abatement for the third year; 60% abatement for the fourth year; 40% tax abatement for the fifth year; and 20% tax abatement for the sixth year on the improvement only. This tax schedule is included in the existing zone, but would be added to the extended zone.
3. The Board is asked to extend the term of the existing and extended enterprise zone from the current June 30, 2007 to December 31, 2017.

A resolution authorizing this extension, tax abatement and extension of the term of the enterprise zone is attached for your review.

I ask for the Board's approval of this resolution.

TLB/rs

Attachment

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

**RESOLUTION AUTHORIZING PROPERTY TAX ABATEMENT  
WITHIN THE ENTERPRISE ZONE**

**WHEREAS**, the County of Richland, Illinois, and the City of Olney, Illinois created the Olney/Richland County Enterprise Zone on the 26<sup>th</sup> day of January, 1987 pursuant to Ordinance #87-4 (hereinafter referred to as the “Enterprise Zone”); and,

**WHEREAS**, the County of Richland, Illinois, the City of Olney, Illinois, the County of Jasper, Illinois and the City of Newton, Illinois have adopted a certain Joint Ordinance Amending the Olney/Richland County Enterprise Zone dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the “Joint Ordinance”); and,

**WHEREAS**, in the Joint Ordinance, the County of Richland, Illinois, the City of Olney, Illinois, the County of Jasper, Illinois and the City of Newton, Illinois stated their respective intentions to apply to the State of Illinois Department of Commerce and Community Affairs to amend certain provisions of the Enterprise Zone and Ordinance 87-4, including but not limited to the extension of the term of the Enterprise Zone for an additional ten year period, and enlarging the present boundaries of the Olney/Richland County Enterprise Zone (hereinafter referred to as the “Enterprise Zone Extension Application”) under the provisions of the Illinois Enterprise Zone Act, 20 ILCS 655 et. seq. (hereinafter referred to as the “Act”), to include certain real estate in the existing Olney/Richland County Enterprise Zone in Richland County, Illinois (hereinafter referred to as the “Olney/Richland County Enterprise Zone”), and certain real estate in Jasper County, Illinois and the City of Newton, Illinois for the purpose of encouraging economic development, job creation and job retention in Jasper County, Illinois and the City of Newton, Illinois (hereinafter referred to as the “Jasper County Enterprise Zone Extension Area”), all of said real estate being more fully described in the attached Exhibit A; and,

**WHEREAS**, the benefits of the Enterprise Zone and the intergovernmental cooperation of the County of Richland, Illinois, the City of Olney, Illinois, the County of Jasper, Illinois and the City of Newton, Illinois to provide for certain tax incentives within the Jasper County Enterprise Zone Extension Area upon approval of the Enterprise Zone Extension Application by the State of Illinois will promote the economic growth of the area, reduce unemployment, and will encourage the development and construction in the region; and,

**WHEREAS**, the Illinois Eastern Community Colleges District #529 may also cooperate by providing certain tax incentives upon passage of this Resolution and upon approval of the Enterprise Zone Extension Application by the State of Illinois in order to promote the economic growth of the area, reduce unemployment, and to encourage the development and construction of the region; and

**WHEREAS**, both the initial designation of an Enterprise Zone pursuant to the Illinois Enterprise Zone Act, the extension of the term of the Enterprise Zone, the success of the Enterprise Zone, and the success of the Jasper County Enterprise Zone Extension Area depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the Board of Trustees of the Illinois Eastern Community Colleges District #529 finds that the above referenced amendments, extension of the term of the Enterprise Zone, and the Enterprise Zone designation of the Jasper County Enterprise Zone Extension Area will serve the interest of the region and the community by stimulating economic growth; and,

**WHEREAS**, the Board of Trustees of the Illinois Eastern Community Colleges District #529 finds that it is in the best interest of the public to achieve these goals and to insure the success of the Enterprise Zone by providing for certain tax abatements set forth below.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529 THAT:**

1. The findings made in the prefatory portion of this Resolution are hereby adopted.
2. The Illinois Eastern Community Colleges District #529 hereby agrees to provide certain real estate tax abatement incentives and further authorizes and directs the Richland County Clerk to abate ad valorem taxes imposed upon remodeling, rehabilitation or the construction of new improvements or projects on real property located within the Olney/Richland County Enterprise Zone, as amended, subject to the following conditions:
  - (a) The abatement shall be: 100% tax abatement for the first two years, 80% tax abatement for the third year, 60% tax abatement for the fourth year, 40% tax abatement for the fifth year, and 20% tax abatement for the sixth year; and,
  - (b) The abatement shall apply only to the remodeling, rehabilitation or new construction of improvements or projects for industrial use as defined in Exhibit B, "Standard Industrial Classifications – Major Groups Eligible for Tax Abatement Under the Enterprise Zone Program," which is attached hereto and incorporated herein by reference; and,
  - (c) The abatement shall only apply to the ad valorem taxes generated by an increase in assessed valuation resulting from the remodeling, rehabilitation or new construction on the improvement of project after the same have been duly assessed; provided that such abatement shall not exceed the amount attributable to the remodeling, rehabilitation or new construction of the improvement or project; and,
  - (d) The abatement shall apply only to that parcel, tract or lot of real estate physically located within the Olney/Richland County Enterprise Zone, as amended, which has been remodeled, rehabilitated or improved after the date of certification of the Olney/Richland County Enterprise Zone, as amended, by the Illinois Department of Commerce and Community Affairs pursuant to the Act; and,
  - (e) While the abatement is in effect, the Illinois Eastern Community Colleges District #529 shall continue to receive all ad valorem taxes resulting from the equalized assessed valuation for such real estate for that tax year immediately preceding remodeling, rehabilitation or new construction of the improvement or project; and,
  - (f) Persons and/or projects which otherwise qualify for the benefits of the Olney/Richland County Enterprise Zone, including but not limited to the Jasper County Enterprise Zone Extension Area, as amended from time to time, shall be required to obtain a building permit if and only if a building permit is required by the corporate authority of the municipality or county in which the building project is located.

(g) No such abatement shall be applicable or allowed for any remodeling, rehabilitation, or new improvement located within the boundaries of any Tax Increment Finance Redevelopment Project Area created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as the same may be amended.

3. The passage of this Resolution shall be inscribed permanently in the records of the proceedings of the Board of Trustees of the Illinois Eastern Community Colleges District #529. This Resolution shall be in full force and effect from and after its passage, approval and recording according to law only in the event that the Enterprise Zone Extension Application is approved by the State of Illinois Department of Commerce and Community Affairs.

4. The Illinois Eastern Community Colleges District #529 hereby consents to the extension of the term of the Olney/Richland County Enterprise Zone, including but not limited to the Jasper County Enterprise Zone Extension Area, as amended, from June 30<sup>th</sup>, 2007 to December 31<sup>st</sup>, 2017.

Adopted, passed and approved this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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**Agenda Item #9D**

**FY04 Activity Fee Allocations**



MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: April 10, 2003  
RE: FY04 Activity Allocations

Annually, the Board adopts the allocation of student activity fees at three of the colleges. Attached is an analysis of these allocations and the recommendation for FY04. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund.

Mr. Chairman, I request approval of the activity fee allocations.

RB/cr

Attachment





**Agenda Item #9E**

**Building Lease Agreements**

**OCC Cosmetology Lease**  
**IECC Dislocated Worker's Lease**  
**IECC/IETC Lease**  
**IECC/CMS IDES Sublease**  
**IECC/Lake Land Sublease**  
**IECC/CEFS Sublease**

MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: April 15, 2003  
RE: Lease Agreements

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

1. OCC Cosmetology Lease – amendment to lease for the Cosmetology program property located at 202 E. Main, Olney, IL extends the lease through June 30, 2004, annual rent remains the same at \$5,757.00.
2. IECC Dislocated Worker’s Lease – amendment to lease for the Dislocated Workers office space located at 214 E. Main, Olney, IL extends the lease through June 30, 2004, the monthly rent remains the same at \$1000.00.
3. IECC Illinois Employment Training Center (IETC) – updated lease for the IETC space located at 216 E. Main, Olney, IL. The lease is for the period of July 1, 2003 through June 30, 2004, the monthly rent remains the same as the prior lease at \$860.00.
4. IECC/CMS IDES Sublease – agreement with Central Management Services for IL Dept. of Employment Security, located at 216 E. Main, Olney, IL extends the lease through June 30, 2004, monthly rent remains the same at \$472.00. CMS has indicated that the lease will be renewed, although we are still waiting on a copy of the lease renewal to be forwarded.
5. IECC/Lakeland College Sublease – amendment to sublease with Lakeland College Dislocated Workers Center for property located at 216 E. Main, Olney, IL extending the sublease to June 30, 2004, the monthly rent remains the same at \$772.00.
6. IECC/CEFS Sublease – amendment to sublease with CEFS Economic Opportunity Corporation for property located at 216 E. Main in Olney, IL, extending the sublease to June 30, 2004, the monthly rent remains the same at \$185.00.

RB/cr

**AMENDMENT TO LEASE AGREEMENT**  
**OCC Cosmetology Lease**

This Amendment to Lease Agreement is entered into this 15th day of April 2003, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges, District #529 (Lessee).

Whereas, the parties hereto entered into a Lease Agreement dated February 15, 1994, and an Amendment to Lease Agreement dated May 18, 1999, pertaining to the leasing of: "Approximately 2,342 square feet of interior space on the ground floor of the building ("the Building") located at 202 East Main Street, Olney, Richland County, IL."

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

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

The initial term of this Lease shall be for a period of two (2) years, and Lessee agrees to pay Lessor as rent the annual sum of Four Thousand Seven Hundred Twenty-three Dollars (\$4,723.00). The annual rental payment shall be paid to Lessor on or before July 25 of each year of the initial term and any renewal or extension thereof. Lessee shall have the right to renew this lease for an additional year or years up to a total of three additional years, by giving written notice of same to Lessor no less than ninety days prior to the expiration of the original term or any renewal or extension thereof. Lessee may exercise this option a maximum of three times (i.e., three individual one-year extensions). In no event shall this option of Lessee extend the term of this agreement beyond June 30, 1998. In the event of extension or renewal as above, then the rent specified herein may be increased for the additional term of no more than: the lesser of four percent (4%) or the increase in the U.S. Government's official Consumer Price Index for the calendar year immediately preceding the exercise of the option.

Whereas, Lessee is current in its Lease payments to Lessor through April 30, 2003.

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

1. Lessee desires to extend the current Lease Agreement through June 30, 2004 and Lessor is agreeable with such an extension.
2. The Lessee agrees to pay to Lessor the sum of Five Thousand Seven Hundred Fifty-seven Dollars (\$5,757.00) as the rent for the period from July 1, 2003, through and including June 30, 2004. Said payment shall be made on or before July 1, 2003.
3. The parties hereto agree that in all other respects, paragraphs 2 through 22 shall remain in full force and effect.

---

Tom Fehrenbacher, Lessor

---

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

ATTEST:

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

**AMENDMENT TO LEASE AGREEMENT**

IECC Dislocated Worker's Lease

This Amendment to Lease Agreement is entered into this 15th day of April 2003, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges District #529 (Lessee).

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

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

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

Whereas, desire to extend said Lease Agreement;

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

1. Lessee desires to extend the current Lease Agreement through June 30, 2004.
2. The Lessee agrees to pay to Lessor the sum of One Thousand Dollars (\$1,000.00) per month as the rent for the period from July 1, 2003, through and including June 30, 2004. Said payment shall be made on the 1<sup>st</sup> day of each month beginning July 1, 2003.
3. Lessee agrees to be responsible for the removal of snow and ice from all walk areas.
4. The parties hereto agree that in all other respects, paragraphs 1 through 17 shall remain in full force and effect.

\_\_\_\_\_  
Tom Fehrenbacher, Lessor

\_\_\_\_\_  
James Lane, Chairman  
Board of Trustees  
Illinois Eastern Community Colleges District #529

ATTEST:

\_\_\_\_\_  
Harry Hillis, Jr., Secretary  
Board of Trustees  
Illinois Eastern Community Colleges District #529

**LEASE AGREEMENT**  
Illinois Employment Training Center (IETC)

THIS LEASE made the 15<sup>th</sup> day of April 2003, by and between Tommie D. Fehrenbacher of 1317 E. Scott Street, Olney, Illinois, hereinafter called "Landlord", and Illinois Eastern Community Colleges, hereinafter called "Tenant".

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

1. The Landlord hereby leases to Tenant the premises consisting of all rooms located at 216 East Main, in the City of Olney, Illinois; to be used by Tenant for a office facility; for a term commencing 12:01 a.m. of 7/1/03 and terminating 12:01 a.m. of 6/30/04; at a rental of \$860.00 per month payable on the 1<sup>st</sup> day of each month at the beginning of the month; first payment to be made on this 1<sup>st</sup> day of July, 2003 and like payment of \$860.00 on the 1<sup>st</sup> day of each month thereafter.
2. Tenant hereby takes the lease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this lease, or renewal hereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Tenant will arrange for and pay for all utilities to be used on the premises, including operation of air conditioning.
6. During the term hereof, or renewal hereof, if any, Landlord will at his expense maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this lease and any renewal hereof, Tenant will at his expense maintain in good repair all other parts of the premises leased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.
7. Landlord will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
8. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefor shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title and interest of the Landlord in and to said premises and building.
9. Landlord shall have free access to the premises hereby leased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the leased premises notices of "For Sale" or "To Rent".
10. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State and Municipal laws and regulations concerning same.
11. The provisions of this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives and assigns.



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

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

---

Tommie D. Fehrenbacher

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James Lane, Board Chairman  
Illinois Eastern Community Colleges

STATE OF ILLINOIS            )  
  )  
COUNTY OF RICHLAND        )        SS.

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

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  )  
COUNTY OF RICHLAND        )        SS.

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

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AMENDMENT TO SUBLEASE**  
**IECC/Lakeland College**

This Amendment to Sublease is entered into this 15th day of April 2003, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and Lake Land College Dislocated Workers Center, 1420 Wabash Avenue, Mattoon, IL 61939, hereinafter called "Tenant".

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

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

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

Whereas, both parties desire to extend said Sublease;

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

1. Tenant desires to extend the current lease agreement through June 30, 2004.
2. The Tenant agrees to pay to Landlord the sum of Seven Hundred Seventy-two Dollars (\$772.00) per month as the rent for the period from July 1, 2003, through and including June 30, 2004. Said payment shall be made on the 1<sup>st</sup> day of each month beginning July 1, 2003.
3. The parties hereto agree that in all other respects, paragraphs 1 through 15 shall remain in fully force and effect.

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529

By\_\_\_\_\_

LAKE LAND COLLEGE DISLOCATED  
WORKERS CENTER

By\_\_\_\_\_

AMENDMENT TO SUBLEASE  
IECC/CEFS Economic Opportunity Corporation

This Amendment to Sublease is entered into this 15th day of April 2003, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and CEFS Economic Opportunity Corporation of PO Box 928, Effingham, IL 62401, hereinafter called "Tenant".

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

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

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

Whereas, both parties desire to extend said Sublease;

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

Tenant desires to extend the current lease agreement through June 30, 2004.

The Tenant agrees to pay to Landlord the sum of One Hundred Eighty-five Dollars (\$185.00) per month as the rent for the period from July 1, 2003, through and including June 30, 2004. Said payment shall be made on the 1<sup>st</sup> day of each month beginning July 1, 2003.

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

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529

By \_\_\_\_\_

CEFS ECONOMIC OPPORTUNITY  
CORPORATION

By \_\_\_\_\_

**Agenda Item #10**

**Bid Committee Report**

BID COMMITTEE REPORT  
April 2003

IECC  
Digital Whiteboard Recorders & Software  
Tape Library  
Roof Work – Phase 7

TO: Board of Trustees  
FROM: Bid Committee  
SUBJECT: Bid Recommendation – Digital Whiteboard Recorders & Software  
DATE: April 10, 2003

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

Bid Committee recommends acceptance of the low bids received that meet all specifications from **CDW Government, Inc.** in **Vernon Hills, IL** for a total of **\$12,532.00** as follows:

<u>Qty.</u>	<u>Description</u>	<u>Total</u>
20	Mimio XI Recorders	\$10,125.00
20	Boardcast Software	1,850.00
20	Handwriting Software	<u>557.00</u>
	Total	\$12,532.00

A bid tabulation sheet is attached.

Respectfully submitted,

Roger Browning  
Alex Cline  
Harry Hillis, Jr.  
Jervaise McGlone

Source of Funds: Title III

Department: Title III

Rationale for Purchase: Needed for the Faculty resource rooms at each campus within the Faculty and Staff Development component of the Title III grant.

The “Advertisement for Bids” was placed in the Wayne County Press for one (1) day.

**DIGITAL WHITEBOARD RECORDERS & SOFTWARE  
BID TABULATION**

<b>COMPANY</b>	<b>QTY</b>	<b>MIMIO XI RECORDER</b>	<b>BOARDCAST SOFTWARE</b>	<b>HANDWRITING RECOGNITION SOFTWARE</b>
Academic Advantage Deerfield, IL	16 Units	\$653.00	\$140.00	\$57.75
	20 Units	650.00	138.00	57.45
	24 Units	645.00	137.00	56.75
	28 Units	625.00	135.00	55.50
CDW Government, Inc. Vernon Hills, IL	16 Units	506.25	92.50	27.85
	20 Units	506.25	92.50	27.85
	24 Units	506.25	92.50	27.85
	28 Units	506.25	92.50	27.85
Educational Resources Elgin, IL	16 Units	565.98	123.71	51.55
	20 Units	565.98	123.71	51.55
	24 Units	560.20	122.45	51.02
	28 Units	560.20	122.45	51.02
KOI Computers (Century 21 Micro) Lombard, IL	16 Units	625.00	124.00	56.00
	20 Units	625.00	124.00	56.00
	24 Units	619.00	122.00	53.00
	28 Units	619.00	122.00	53.00
Micro Warehouse Norwalk, CT	16 Units	623.96	132.11	54.74
	20 Units	623.96	132.11	54.74
	24 Units	623.96	132.11	54.74
	28 Units	623.96	132.11	54.74



**Item #1 - Mimio Xi for Windows Digital Whiteboard Recorder**

MANUFACTURER PART NUMBER VTL-600-0035 or Equivalent

Bid must include: Mimio or equivalent:

- capture bar
- with linkUSB module
- Four (4) styli
- Four (4) Expo dry-erase markers
- eraser and holder
- Batteries for bar, styli and eraser
- CD including software
- 16" (5m) mini-B USB cable
- AC Power Adapter

Pricing:

16	20	24	28
Units	Units	Units	Units

\_\_\_\_\_

**Item #2 – Mimio Boardcast Software**

MANUFACTURER PART NUMBER VTL-600-0032 or Equivalent

Pricing:

16	20	24	28
Units	Units	Units	Units

\_\_\_\_\_

**Item #3 Mimio Handwriting Recognition Software**

MANUFACTURER PART NUMBER VTL-790-0008 or Equivalent

Pricing:

16	20	24	28
Units	Units	Units	Units

\_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NO. \_\_\_\_\_

DATE \_\_\_\_\_

NOTE: PLEASE SUBMIT BID IN DUPLICATE

## Warranty and Support:

Vendor is to be IECC support contact on all warranty issues. Vendor shall have the sole responsibility to contact any and all manufacturers with warranty issues during warranty period. Warranty issues are to be resolved within two weeks or unit(s) will be subject to return for credit or replacement with unit(s) of same or better value. Shipping, delivery, handling, and any restocking fees charges on units(s) returned for credit or replacement shall be the responsibility of the vendor. Vendor shall determine method of shipment. Warranty shall include 30 day unconditional return privilege; 2 year repair or replacement warranty on all equipment. Telephone technical support required 24 hours per day, 7 days per week.

All hardware shall be Windows 2000/XP compatible. Current drivers and updates must be applied to the installed OS prior to delivery.

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

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

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

TO: Board of Trustees  
FROM: Bid Committee  
SUBJECT: Bid Recommendation – Tape Library  
DATE: April 10, 2003

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

Bid Committee recommends acceptance of the low bids received that meet all specifications from Dell Marketing located in Round Rock, TX for a total of \$35,920.00 as follows:

<u>Qty.</u>	<u>Description</u>	<u>Total</u>
4	Base Model	\$25,316.00
4	Power Edge Rack 2410	3,516.00
4	SDLT Media 20-pack	6400.00
4	DLT Bar Code Labels	348.00
4	SCSI Cable, 12 feet	<u>340.00</u>
		\$35,920.00

A bid tabulation sheet is attached.

Respectfully submitted,

Roger Browning  
Alex Cline  
Harry Hillis, Jr.

Source of Funds: Technology Enhancement Grant

Department: Information Technology

Rationale for Purchase: Needed for backup of faculty staff data at each campus.

The “Advertisement for Bids” was placed in the Wayne County Press for one (1) day.

**TAPE LIBRARY  
BID TABULATION**

DESCRIPTION	QTY	Cybernetics Yorktown, VA	Dell Marketing Round Rock, TX	Hewlett-Packard Colorado Springs, CO
Base Model	Per Unit	\$14990.00	\$6518.00	\$16633.00
	2-3 Units		6518.00	16633.00
	4 Units		6329.00	16633.33
<b>OPTIONS:</b>				
PowerVault Modular Tape Drive	Per Unit		2730.00	6423.00
	2-3 Units		2730.00	6423.00
	4 Units		2625.00	6423.00
Fibre Channel Router	Per Unit		2999.00	integrated
	2-3 Units		2999.00	
	4 Units		2799.00	
Fibre Card	Per Unit		710.00	No-bid
	2-3 Units		710.00	
	4 Units		710.00	
PowerEdge Rack 4210	Per Unit		921.00	1195.00
	2-3 Units		856.00	1195.00
	4 Units		811.00	1195.00
PowerEdge Rack 2410	Per Unit		928.00	902.00
	2-3 Units		879.00	902.00
	4 Units		879.00	902.00
SDLT Media 5-pack	Per Unit		430.00	499.00
	2-3 Units		430.00	499.00
	4 Units		430.00	499.00
SDLT Media 10-pack	Per Unit		820.00	993.00
	2-3 Units		820.00	993.00
	4 Units		820.00	993.00
SDLT Media 20-pack	Per Unit	3180.00	1600.00	1988.00
	2-3 Units	(30 pack)	1600.00	1988.00
	4 Units		1600.00	1988.00
DLT bar code labels (100 pcs.)	Per Unit	80.00	87.00	93.34
	2-3 Units	(200 pcs.)	87.00	93.34
	4 Units		87.00	93.34
SCSI cable, VHDCI 6 feet	Per Unit		74.00	38.00
	2-3 Units		74.00	38.00
	4 Units		74.00	38.00
SCSI cable, VHDCI 12 feet	Per Unit		82.00	57.00
	2-3 Units		82.00	57.00
	4 Units		82.00	57.00
SCSI cable, VHDCI, Wide, 6 feet	Per Unit		Not available	38.00
	2-3 Units			38.00
	4 Units			38.00
SCSI cable, VHDCI Wide, 12 feet	Per Unit		37.00	57.00
	2-3 Units		37.00	57.00
	4 Units		37.00	57.00
SCSI cable, HD68, 6 feet	Per Unit		35.00	No-bid
	2-3 Units		35.00	
	4 Units		35.00	
SCSI cable, HD68, 12 feet	Per Unit		85.00	No-bid
	2-3 Units		85.00	
	4 Units		85.00	

## **TAPE LIBRARY SPECIFICATIONS:**

### **PowerVault 132T Tape Library or equivalent**

Automated SDLT tape library  
1 or 2 SDLT 320 Tape Drives

#### **Media**

21 SDLT Tape cartridges

#### **Storage Slot Count**

Rear Tape Slots: 8  
Magazine Slots: 6  
Magazines per Library: 2  
Import/Export Slot (configured as a data slot): 1  
Total Tape Slots: 21

#### **Maximum Storage Capacity**

Uncompressed: 3.3TB  
Compressed: 6.6TB

#### **Transfer Rate and Backup Rate (with two drives)**

Uncompressed maximums: 32MB/s  
1920MB/min  
115GB/hr

Compressed maximums: 64MB/s  
3840MB/min  
230GB/hr

#### **Drives**

Drive Type: PowerVault 110T SDLT 320  
Drive Cartridge Capacity:  
Uncompressed: 160GB  
Compressed: 320GB  
Available in one or two drive configurations; second drive available as a user upgrade

#### **Recommended Server Capacity and Environment**

High end departmental and enterprise PowerEdge™ servers  
PowerVault NAS servers  
Dell/EMC SAN  
Up to 800GB

#### **Library Reliability**

MTBF (Mean Time Between Failures): 100,000 hours  
MTTR (Mean Time to Repair): Less than 30 minutes  
MSBF (Mean Swaps Between Failures): 500,000 swaps

#### **Library Indicators/Controls**

Multifunction operator panel includes easy-to-read bitmap display and 5-button keypad  
LCD provides access to library status, commands, setup and tools

## **PowerVault 132T Tape Library or equivalent (cont.)**

### **SCSI Interface**

Ultra-wide SCSI-2

16 bits wide

68-pin HD connector at rear of unit

Low voltage differential

### **Remote Management Card**

Standard with every PowerVault 132T

Allows remote access to the library via a Web browser

### **Barcode Reader**

Standard with every PowerVault 132T

Reads barcode labels and presents label ID's to LCD

### **Fibre Channel Storage Networking Controller**

Optional embedded 2Gb/s fibre channel router enables fibre channel interface

### **Software**

Supported Tape Backup Software by Veritas® Backup Exec™

- Veritas Backup Exec 9.0 for Windows® NT/2000

### **Model/Chassis**

4U with Rapid Rails for Dell Rack

6.84" (h) x 17.7" (w) x 24.44" (l)

173.7 mm (h) x 449.6 mm (w) x 620.8 mm (l)

Max Shipping Weight 65 lb (29.5 kg)

### **Power**

Input Power: 100-240 VAC; 50-60 Hz

RMS (one SDLT 320 drive): 104W

RMS (two SDLT 320 drives): 179W

RMS (two SDLT 320 drives & SNC): 253W

Line Frequency: 50 - 60Hz

### **Environmental Characteristics**

Temperature:

Dry Bulb (operating) 50°F to 100°F (10° C to 38° C)

Dry Bulb (nonoperating) 50°F to 113°F (10° C to 45° C)

Wet Bulb (operating) 29°C (84°F)

Wet Bulb (nonoperating) 32°C (90°F)

Humidity:

Relative Humidity (operating) 10 to 90%

Relative Humidity (nonoperating) 10 to 90% RH

**PowerVault 132T Tape Library or equivalent (cont.)**

	<u>Per Unit</u>	<u>2-3 Units</u>	<u>4 Units</u>
Base Model (1 SDLT Tape Drive)	_____	_____	_____
<b>Options:</b>			
PowerVault 132T SDLT 160/320GB Modular tape drive	_____	_____	_____
Integrated 2Gb/s fibre channel router	_____	_____	_____
Server single port fibre card	_____	_____	_____
PowerEdge Rack 4210	_____	_____	_____
PowerEdge Rack 2410	_____	_____	_____
SDLT Media 5-pack	_____	_____	_____
SDLT Media 10-pack	_____	_____	_____
SDLT Media 20-pack	_____	_____	_____
DLT bar code labels 100 pieces	_____	_____	_____
SCSI Cable, VHDCI/VHDCI, 6 feet	_____	_____	_____
SCSI Cable, VHDCI/VHDCI, 12 feet	_____	_____	_____
SCSI Cable, VHDCI/Wide, 6 feet	_____	_____	_____
SCSI Cable, VHDCI/Wide, 12 feet	_____	_____	_____
SCSI Cable, HD68/HD68, 6 feet	_____	_____	_____
SCSI Cable, HD68/HD68, 12 feet	_____	_____	_____

**PowerVault 132T Tape Library or equivalent (cont.)**

3 year limited Warranty. 45-day unconditional return privilege; 1-year, next-business-day, on-site service provided problem cannot be resolved by phone with technical support; Warranty issues to be resolved in less than one week. 3-year parts replacement with prepaid freight preferred; lesser terms will be considered; Telephone technical support 18 hour, 6-days-a-week required. Complete documentation for all hardware and software must be provided. All hardware must be Windows 2000 compatible. Failure to provide shall constitute reason for unconditional return of the system or systems with no restocking charge.

NOTE: Failure to give detailed explanation/documentation of proposed equipment being supplied will be possible cause for rejection of bid. Any exceptions to warranty and support requirements or failure to comply will be considered non-responsive.

ALL FREIGHT, DELIVERY AND/OR INSTALLATION CHARGES ARE INCLUDED IN BID. YOUR QUOTATION AS SUBMITTED ON THIS FORM WILL REMAIN FIRM FOR EIGHT WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

NOTE: PLEASE SUBMIT BID IN DUPLICATE.



TO: Board of Trustees  
FROM: Roger Browning  
SUBJECT: Roof Work –PHS Phase 7  
DATE: April 10, 2003

Attached is the bid recommendation received from Marion Poggas, Image Architects for the roof work at all campuses.

Based upon the bid tabulation attached and also the attached recommendation from Marion Poggas, the Bid Committee recommends acceptance of the bid listed below:

Roofing Work	Shay Roofing, Millstadt, IL	\$768,731.00
--------------	-----------------------------	--------------

Source of Funds: Series 2002 Protection, Health & Safety Bond Funds

The “Advertisement for Bids” was placed in the Wayne County Press for (1) day.

April 10, 2003

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

Re: Protection, Health & Safety Compliance Work Phase 7  
Roof Replacement  
All Campuses  
Illinois Eastern Community Colleges District No. 529  
Olney, Illinois

Dear Mr. Browning:

We have reviewed the bids submitted roofing work on the referenced project. We find no reason to prevent award of the work to the lowest responsible and responsive bidder as follows:

Roofing Work            Shay Roofing, Millstadt, IL    \$768,731.00

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

Sincerely,

IMAGE ARCHITECTS INC.

Marion J. Poggas, AIA  
President

MJP/smw

**IMAGE ARCHITECTS INC.**

**PHASE 7  
PROTECTION, HEALTH & SAFETY COMPLIANCE WORK  
ALL CAMPUSES  
ROOF REPLACEMENT  
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529  
OLNEY, ILLINOIS**

**Bid Tabulation**

**Tuesday, April 8, 2003 at 2:00 p.m.**

**DIVISION I - ROOFING WORK**

<b>BIDDER</b>	<b>BID SECURITY</b>	<b>ADDENDUM NO. 1</b>	<b>BASE BID</b>
Shay Roofing Millstadt, IL	Bid Bond 5%	X	\$768,731.00
HRC Roofing & Sheet Metal Columbus, IN	Bid Bond 5%	NO	\$840,000.00
Lakeside Roofing Co., Inc. Granite City, IL	Bid Bond 5%	X	\$835,989.00
The Young Group St. Louis, MO	---	---	NO BID
Jim Taylor, Inc. Belleville, IL	---	---	NO BID
Martinsville Roofing Co., Inc. Martinsville, IL	---	---	NO BID
Kehrer Bros. Construction, Inc. Albers, IL	---	---	NO BID

**Agenda Item #11**

**District Finance**

- A. Financial Report**
- B. Status of District Finances**
- C. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT March 31, 2003**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$473,274.99</b>
<b>Operations &amp; Maintenance</b>	<b>(\$49,464.99)</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$990,719.72</b>
<b>Bond &amp; Interest</b>	<b>\$21,460.90</b>
<b>Auxiliary</b>	<b>\$311,096.06</b>
<b>Restricted Purposes</b>	<b>(\$107,503.81)</b>
<b>Working Cash</b>	<b>\$3,431.10</b>
<b>Trust &amp; Agency</b>	<b>\$328,068.87</b>
<b>Audit</b>	<b>\$39,959.25</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$149,172.59</b>
 <b>TOTAL ALL FUNDS</b>	 <b>\$2,160,214.68</b>

**Respectfully submitted,**

**Marilyn Grove, Treasurer**

## MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: April 15, 2003  
RE: Update on District Finances

Within the past two days, we have received information that clarifies the outlook for District finances:

1. The Governor's Bureau of the Budget has informed us that they will not be calling for us to return the reserve that they required us to set aside for FY03—the current fiscal year. This means that the District will retain the \$687,263 that we had been requested to set aside for possible return to the State.
2. In the Governor's budget message of yesterday, he indicated that funding for the community college system's Base Operating and Equalization grants for the fiscal year 2004, which begins July 1, 2003 --- would be at the same level as the current year's appropriation.
3. However, the ICCB and ICCTA have endorsed a change in the state-wide formula which could cost IECC \$233,000 if enacted. Although both organizations have endorsed this change, I am not certain that the General Assembly will pass it since 27 of the 39 colleges will lose money under the proposed new formula.
4. Additionally, IECC will be losing \$142,482 in unrestricted state funding in FY04, as compared to FY03, due to the elimination of the Additional Designated Grant – which was enacted in FY03 to offset the loss of the Special Populations Grant (which is still lost in the Governor's FY04 proposal).
5. Of immediate concern is the fact that we have not received our State payment due on February 1, 2003 in the amount of \$3.1 million. The ICCB has informed us that we should receive the money within the next couple of weeks, but the situation is not good as it relates to current cash flow.

TLB/rs

**LIST OF INVESTMENTS**

**March 2003**

<b>Date Purchased</b>	<b>Maturity Date</b>	<b>Rate of</b>	<b>Bank</b>	<b>Cost</b>	<b>Value</b>	<b>Interest to</b>
<b>Education Fund</b>						
11/20/02	05/19/03	1.31	US Bank of Flora (CD)	1,000,000	1,006,550	6,550
01/23/03	04/23/03	1.50	Old National Bank in Mt. Carmel (CD)	1,500,000	1,505,625	5,625
<b>Operations &amp; Maintenance</b>						
01/23/03	04/23/03	1.50	Old National Bank in Mt. Carmel (CD)	150,000	150,563	563
<b>Operations &amp; Maintenance Fund (Rest)</b>						
01/23/03	05/23/03	1.50	Old National Bank in Mt. Carmel (CD)	3,000,000	3,015,000	15,000
<b>Bond &amp; Interest</b>						
<b>Auxiliary Fund</b>						
11/20/02	05/19/03	1.31	US Bank of Flora (CD)	500,000	503,275	3,275
<b>Restricted Purposes</b>						
<b>Working Cash Fund</b>						
01/07/01	07/07/03	4.07	Community Bank & Trust (CD)	1,515,000	1,607,491	92,491
11/18/02	11/18/03	1.80	Trust Bank (CD)	675,000	687,150	12,150
11/19/02	05/19/03	1.31	US Bank of Flora (CD)	49,000	49,321	321
01/23/03	05/23/03	1.50	Old National Bank in Mt. Carmel (CD)	15,000	15,075	75
<b>Trust &amp; Agency Fund</b>						
<b>Liability &amp; Protection Fund</b>						
11/20/02	05/19/03	1.31	US Bank of Flora (CD)	750,000	754,913	4,913
<b>Total</b>				9,154,000		

ILLINOIS EASTERN COMMUNITY COL  
 Combined Balance Sheet--All Fund Types and Account Groups  
 30-JUN-2003  
 (With comparative totals for 30-JUN-2002 )  
 (amounts expressed in dollars)

Governmental Fund Types

	GENERAL FUNDS	GRANTS	AUDIT	LPS	BOND AND INTEREST	OBM RESTRICTED
ASSETS and OTHER DEBITS:						
ASSETS:						
CASH	423,810	-107,504	39,959	149,173	21,461	990,720
IMPREST FUND	1,000	--	--	--	--	--
CHECK CLEARING	2,000	--	--	--	--	--
INVESTMENTS	2,650,000	--	--	750,000	--	3,000,000
RECEIVABLES	1,480,136	296,207	--	--	--	--
ACCRUED REVENUE	--	--	--	--	--	--
INTERFUND RECEIVABLES	--	1,736	--	--	--	--
INVENTORY	--	--	--	--	--	--
TOTAL ASSETS AND OTHER DEBITS:	4,556,946	190,439	39,959	899,173	21,461	3,990,720
Liabilities, equity and other credits						
LIABILITIES:						
PAYROLL DEDUCTIONS PAYABLE	-8,884	--	--	--	--	--
ACCOUNTS PAYABLE	-548,543	652	--	-644	--	--
ACCRUED EXPENSE	--	--	--	--	--	--
INTERFUND PAYABLES	--	--	--	--	--	--
DEFERRED REVENUE	--	--	--	--	--	--
OTHER LIABILITIES	662,324	--	--	--	--	--
TOTAL LIABILITIES:	104,898	652	--	-644	--	--
EQUITY AND OTHER CREDITS:						
INVESTMENT IN PLANT	--	--	--	--	--	--
PR YR BDGTD CHANGE TO FUND	--	--	--	--	--	--
BALANCE						
Fund Balances:						
FUND BALANCE	1,790,171	-592,440	39,959	899,817	21,461	2,424,825
RESERVE FOR ENCUMBRANCES	2,661,878	782,227	--	--	--	1,565,894
TOTAL EQUITY AND OTHER CREDITS:	4,452,049	189,787	39,959	899,817	21,461	3,990,720
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:	4,556,946	190,439	39,959	899,173	21,461	3,990,720



ILLINOIS EASTERN COMMUNITY COL  
 Combined Balance Sheet--All Fund Types and Account Groups  
 30-JUN-2003  
 (With comparative totals for 30-JUN-2002 )  
 (amounts expressed in dollars)

Governmental Fund Types

	Current Year 2003	Prior Year 2002
ASSETS and OTHER DEBITS:		
ASSETS:		
CASH	1,517,619	5,182,808
IMPREST FUND	1,000	1,000
CHECK CLEARING	2,000	2,000
INVESTMENTS	6,400,000	2,600,000
RECEIVABLES	1,776,343	5,880,593
ACCRUED REVENUE		
INTERFUND RECEIVABLES	1,736	30,251
TOTAL ASSETS AND OTHER DEBITS:	9,698,698	13,696,652
Liabilities, equity and other credits		
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	-8,884	-1,439
ACCOUNTS PAYABLE	-548,535	-432,836
ACCRUED EXPENSE		29,019
INTERFUND PAYABLES		
DEFERRED REVENUE		5,235,089
OTHER LIABILITIES	662,324	644,180
TOTAL LIABILITIES:	104,906	5,474,013
EQUITY AND OTHER CREDITS:		
Fund Balances:		
FUND BALANCE	4,583,793	4,670,670
RESERVE FOR ENCUMBRANCES	5,009,999	3,551,970
TOTAL EQUITY AND OTHER CREDITS:	9,593,792	8,222,640
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:	9,698,698	13,696,652

ILLINOIS EASTERN COMMUNITY COL  
 Combined Balance Sheet--All Fund Types and Account Groups  
 30-JUN-2003  
 (With comparative totals for 30-JUN-2002 )  
 (amounts expressed in dollars)

Proprietary Fund Types

AUXILIARY FUNDS	Current Year 2003	Prior Year 2002
ASSETS and OTHER DEBITS:		
ASSETS:		
CASH	311,096	470,109
IMPREST FUND	20,500	20,500
CHECK CLEARING		
INVESTMENTS	500,000	500,000
RECEIVABLES	220,928	42,723
ACCRUED REVENUE		
INTERFUND RECEIVABLES		
INVENTORY	421,022	421,022
TOTAL ASSETS AND OTHER DEBITS:	1,473,546	1,454,354
Liabilities, equity and other credits		
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE		
ACCOUNTS PAYABLE	-52,062	373
ACCRUED EXPENSE		23,313
INTERFUND PAYABLES		
DEFERRED REVENUE		
OTHER LIABILITIES		
TOTAL LIABILITIES:	-52,062	23,686
EQUITY AND OTHER CREDITS:		
INVESTMENT IN PLANT	1,276,889	879,673
PR YR BDGTD CHANGE TO FUND	248,719	550,995
BALANCE		
Fund Balances:		
FUND BALANCE		
RESERVE FOR ENCUMBRANCES		
TOTAL EQUITY AND OTHER CREDITS:	1,525,608	1,430,668
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:	1,473,546	1,454,354

ILLINOIS EASTERN COMMUNITY COL  
 Combined Balance Sheet--All Fund Types and Account Groups  
 30-JUN-2003  
 (With comparative totals for 30-JUN-2002 )  
 (amounts expressed in dollars)

Fiduciary Fund Types

	WORKING CASH	TRUST AND AGENCY	Current Year 2003	Prior Year 2002
ASSETS and OTHER DEBITS:				
ASSETS:				
CASH	3,431	328,069	331,500	166,161
IMPREST FUND		--		
CHECK CLEARING		--		
INVESTMENTS	2,254,000	--	2,254,000	2,398,000
RECEIVABLES		16,722	16,722	3,419
ACCRUED REVENUE		--		
INTERFUND RECEIVABLES		--		
INVENTORY		--		
TOTAL ASSETS AND OTHER DEBITS:	<u>2,257,431</u>	<u>344,791</u>	<u>2,602,222</u>	<u>2,567,581</u>
Liabilities, equity and other credits				
LIABILITIES:				
PAYROLL DEDUCTIONS PAYABLE		--		
ACCOUNTS PAYABLE		--		4,114
ACCRUED EXPENSE		--		
INTERFUND PAYABLES		139,950	139,950	139,950
DEFERRED REVENUE		--		
OTHER LIABILITIES		--		
TOTAL LIABILITIES:		<u>139,950</u>	<u>139,950</u>	<u>144,064</u>
EQUITY AND OTHER CREDITS:				
INVESTMENT IN PLANT		--		
PR YR BDGTD CHANGE TO FUND		--		
BALANCE				
Fund Balances:				
FUND BALANCE	2,257,431	197,883	2,455,314	2,412,368
RESERVE FOR ENCUMBRANCES		6,958	6,958	11,149
TOTAL EQUITY AND OTHER CREDITS:	<u>2,257,431</u>	<u>204,841</u>	<u>2,462,272</u>	<u>2,423,517</u>
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:	<u>2,257,431</u>	<u>344,791</u>	<u>2,602,222</u>	<u>2,567,581</u>
	=====	=====	=====	=====

ILLINOIS EASTERN COMMUNITY COL  
 Combined Balance Sheet--All Fund Types and Account Groups  
 30-JUN-2003  
 (With comparative totals for 30-JUN-2002 )  
 (amounts expressed in dollars)

Memorandum Only

	Current Year 2003	Prior Year 2002
ASSETS and OTHER DEBITS:		
ASSETS:		
CASH	2,160,215	5,819,078
IMPREST FUND	21,500	21,500
CHECK CLEARING	2,000	2,000
INVESTMENTS	9,154,000	5,498,000
RECEIVABLES	2,013,993	5,926,735
ACCRUED REVENUE		
INTERFUND RECEIVABLES	1,736	30,251
INVENTORY	421,022	421,022
TOTAL ASSETS AND OTHER DEBITS:	13,774,466	17,718,587
Liabilities, equity and other credits		
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	-8,884	-1,439
ACCOUNTS PAYABLE	-600,597	-428,350
ACCRUED EXPENSE		52,332
INTERFUND PAYABLES	139,950	139,950
DEFERRED REVENUE		5,235,089
OTHER LIABILITIES	662,324	644,180
TOTAL LIABILITIES:	192,793	5,641,762
EQUITY AND OTHER CREDITS:		
INVESTMENT IN PLANT	1,276,889	879,673
PR YR BDGTD CHANGE TO FUND	248,719	550,995
BALANCE		
Fund Balances:		
FUND BALANCE	7,039,108	7,083,038
RESERVE FOR ENCUMBRANCES	5,016,957	3,563,118
TOTAL EQUITY AND OTHER CREDITS:	13,581,673	12,076,824
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:	13,774,466	17,718,587

ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

EDUCATIONAL FUND

	ADJUSTED BUDGET	YEAR-TO-DATE ACTUAL	VARIANCE TO BUDGET	PERCENT OF BUDGET
	-----	-----	-----	-----
REVENUES:				
LOCAL GOVT SOURCES	1,766,410.00	1,791,105.87	24,695.87	1.398
STATE GOVT SOURCES	11,846,245.00	6,295,815.09	-5,550,429.91	-46.854
STUDENT TUITION & FEES	6,700,711.00	8,014,163.01	1,313,452.01	19.602
SALES & SERVICE FEES	25,000.00	27,921.19	2,921.19	11.685
FACILITIES REVENUE	.00	.00	.00	.000
INVESTMENT REVENUE	130,000.00	65,699.19	-64,300.81	-49.462
OTHER REVENUES	102,000.00	37,722.91	-64,277.09	-63.017
DUMMY	.00	.00	.00	.000
	-----	-----	-----	-----
TOTAL REVENUES:	20,570,366.00	16,232,427.26	-4,337,938.74	-21.088
EXPENDITURES:				
INSTRUCTION	9,894,460.00	7,136,811.29	-2,757,648.71	-27.871
ACADEMIC SUPPORT	498,902.23	359,167.38	-139,734.85	-28.008
STUDENT SERVICES	1,217,960.99	894,940.88	-323,020.11	-26.521
PUBLIC SERV/CONT ED	74,688.00	55,981.57	-18,706.43	-25.046
OPER & MAINT PLANT	138,000.00	91,845.27	-46,154.73	-33.445
INSTITUTIONAL SUPPORT	4,831,643.78	3,302,756.67	-1,528,887.11	-31.643
SCH/STUDENT GRNT/WAIVERS	3,765,630.00	3,481,453.34	-284,176.66	-7.547
	-----	-----	-----	-----
TOTAL EXPENDITURES:	20,421,285.00	15,322,956.40	-5,098,328.60	-24.966
TRANSFERS AMONG FUNDS:				
INTERFUND TRANSFERS	671,221.00	875,221.00	204,000.00	30.392
	-----	-----	-----	-----
TOTAL TRANSFERS AMONG FUNDS:	671,221.00	875,221.00	204,000.00	30.392
NET INCREASE/DECREASE IN NET ASSETS				
	-522,140.00	34,249.86	556,389.86	#####

ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

OPERATIONS & MAINTENANCE

	ADJUSTED BUDGET -----	YEAR-TO-DATE ACTUAL -----	VARIANCE TO BUDGET -----	PERCENT OF BUDGET -----
REVENUES:				
LOCAL GOVT SOURCES	752,745.00	761,335.49	8,590.49	1.141
STATE GOVT SOURCES	1,565,080.00	783,219.00	-781,861.00	-49.957
FACILITIES REVENUE	30,000.00	24,670.50	-5,329.50	-17.765
INVESTMENT REVENUE	10,000.00	9,514.67	-485.33	-4.853
OTHER REVENUES	5,000.00	.00	-5,000.00	-100.000
	-----	-----	-----	-----
TOTAL REVENUES:	2,362,825.00	1,578,739.66	-784,085.34	-33.184
EXPENDITURES:				
ACADEMIC SUPPORT	.00	.00	.00	.000
STUDENT SERVICES	.00	-208.14	-208.14	#####
OPER & MAINT PLANT	2,511,906.00	1,789,658.89	-722,247.11	-28.753
INSTITUTIONAL SUPPORT	.00	1,095.40	1,095.40	#####
	-----	-----	-----	-----
TOTAL EXPENDITURES:	2,511,906.00	1,790,546.15	-721,359.85	-28.718
NET INCREASE/DECREASE IN NET ASSETS	-149,081.00	-211,806.49	-62,725.49	-42.075

ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

OPER & MAINT (RESTRICTED)

	ADJUSTED BUDGET -----	YEAR-TO-DATE ACTUAL -----	VARIANCE TO BUDGET -----	PERCENT OF BUDGET -----
REVENUES:				
LOCAL GOVT SOURCES	.00	3,506,957.08	3,506,957.08	#####
STATE GOVT SOURCES	76,900.00	73,945.72	-2,954.28	-3.842
INVESTMENT REVENUE	8,200.00	22,699.42	14,499.42	176.822
	-----	-----	-----	-----
TOTAL REVENUES:	85,100.00	3,603,602.22	3,518,502.22	###.###
EXPENDITURES:				
OPER & MAINT PLANT	76,958.00	41,381.25	-35,576.75	-46.229
INSTITUTIONAL SUPPORT	829,452.00	529,594.74	-299,857.26	-36.151
	-----	-----	-----	-----
TOTAL EXPENDITURES:	906,410.00	570,975.99	-335,434.01	-37.007
NET INCREASE/DECREASE IN NET ASSETS	-821,310.00	3,032,626.23	3,853,936.23	#####

ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

BOND & INTEREST FUND

	ADJUSTED BUDGET -----	YEAR-TO-DATE ACTUAL -----	VARIANCE TO BUDGET -----	PERCENT OF BUDGET -----
REVENUES:				
LOCAL GOVT SOURCES	1,469,646.00	1,514,692.66	45,046.66	3.065
INVESTMENT REVENUE	.00	5,333.61	5,333.61	#####
	-----	-----	-----	-----
TOTAL REVENUES:	1,469,646.00	1,520,026.27	50,380.27	3.428
EXPENDITURES:				
INSTITUTIONAL SUPPORT	1,469,646.00	1,443,237.50	-26,408.50	-1.797
	-----	-----	-----	-----
TOTAL EXPENDITURES:	1,469,646.00	1,443,237.50	-26,408.50	-1.797
NET INCREASE/DECREASE IN NET ASSETS	.00	76,788.77	76,788.77	#####



ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

AUXILIARY ENTERPRISE

	ADJUSTED BUDGET	YEAR-TO-DATE ACTUAL	VARIANCE TO BUDGET	PERCENT OF BUDGET
	-----	-----	-----	-----
REVENUES:				
STATE GOVT SOURCES	44,950.00	.00	-44,950.00	-100.000
STUDENT TUITION & FEES	494,125.00	187,412.29	-306,712.71	-62.072
SALES & SERVICE FEES	2,760,601.00	2,034,258.63	-726,342.37	-26.311
FACILITIES REVENUE	1,415.00	1,350.00	-65.00	-4.594
INVESTMENT REVENUE	17,833.00	17,062.43	-770.57	-4.321
NON-GOVT GIFTS, GRANTS & BEQUESTS	.00	20,000.00	20,000.00	#####
OTHER REVENUES	73,914.00	21,654.70	-52,259.30	-70.703
	-----	-----	-----	-----
TOTAL REVENUES:	3,392,838.00	2,281,738.05	-1,111,099.95	-32.748
AUXILIARY ENTERPRISES:				
SALARIES	1,232,480.00	738,461.14	-494,018.86	-40.083
EMPLOYEE BENEFITS	72,473.00	51,788.95	-20,684.05	-28.540
CONTRACTUAL SERVICES	305,476.00	117,480.96	-187,995.04	-61.542
GEN. MATERIAL & SUPPLIES	2,363,563.00	1,601,864.45	-761,698.55	-32.227
CONF/TRAVEL MEETING EXPENSE	298,727.00	184,165.39	-114,561.61	-38.350
FIXED CHARGES	86,120.00	68,487.93	-17,632.07	-20.474
UTILITIES	15,950.00	9,726.33	-6,223.67	-39.020
CAPITAL OUTLAY	250,100.00	42,573.11	-207,526.89	-82.978
INTERFUND TRANSFERS	775,221.00	-875,221.00	-1,650,442.00	#####
OTHER EXPENDITURES	175,875.00	93,691.87	-82,183.13	-46.728
	-----	-----	-----	-----
TOTAL AUXILIARY ENTERPRISES:	5,575,985.00	2,033,019.13	-3,542,965.87	-63.540
NET INCREASE/DECREASE IN NET ASSETS	-2,183,147.00	248,718.92	2,431,865.92	#####

ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

WORKING CASH FUND

	ADJUSTED BUDGET -----	YEAR-TO-DATE ACTUAL -----	VARIANCE TO BUDGET -----	PERCENT OF BUDGET -----
REVENUES:				
INVESTMENT REVENUE	104,000.00	67,431.10	-36,568.90	-35.162
	-----	-----	-----	-----
TOTAL REVENUES:	104,000.00	67,431.10	-36,568.90	-35.162
TRANSFERS AMONG FUNDS:				
INTERFUND TRANSFERS	-104,000.00	.00	104,000.00	100.000
	-----	-----	-----	-----
TOTAL TRANSFERS AMONG FUNDS:	-104,000.00	.00	104,000.00	100.000
NET INCREASE/DECREASE IN NET ASSETS	208,000.00	67,431.10	-140,568.90	-67.581

ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

AUDIT

	ADJUSTED BUDGET -----	YEAR-TO-DATE ACTUAL -----	VARIANCE TO BUDGET -----	PERCENT OF BUDGET -----
REVENUES:				
LOCAL GOVT SOURCES	45,000.00	46,264.59	1,264.59	2.810
INVESTMENT REVENUE	.00	832.76	832.76	#####
	-----	-----	-----	-----
TOTAL REVENUES:	45,000.00	47,097.35	2,097.35	4.661
EXPENDITURES:				
INSTITUTIONAL SUPPORT	46,016.00	24,754.29	-21,261.71	-46.205
	-----	-----	-----	-----
TOTAL EXPENDITURES:	46,016.00	24,754.29	-21,261.71	-46.205
NET INCREASE/DECREASE IN NET ASSETS	-1,016.00	22,343.06	23,359.06	#####

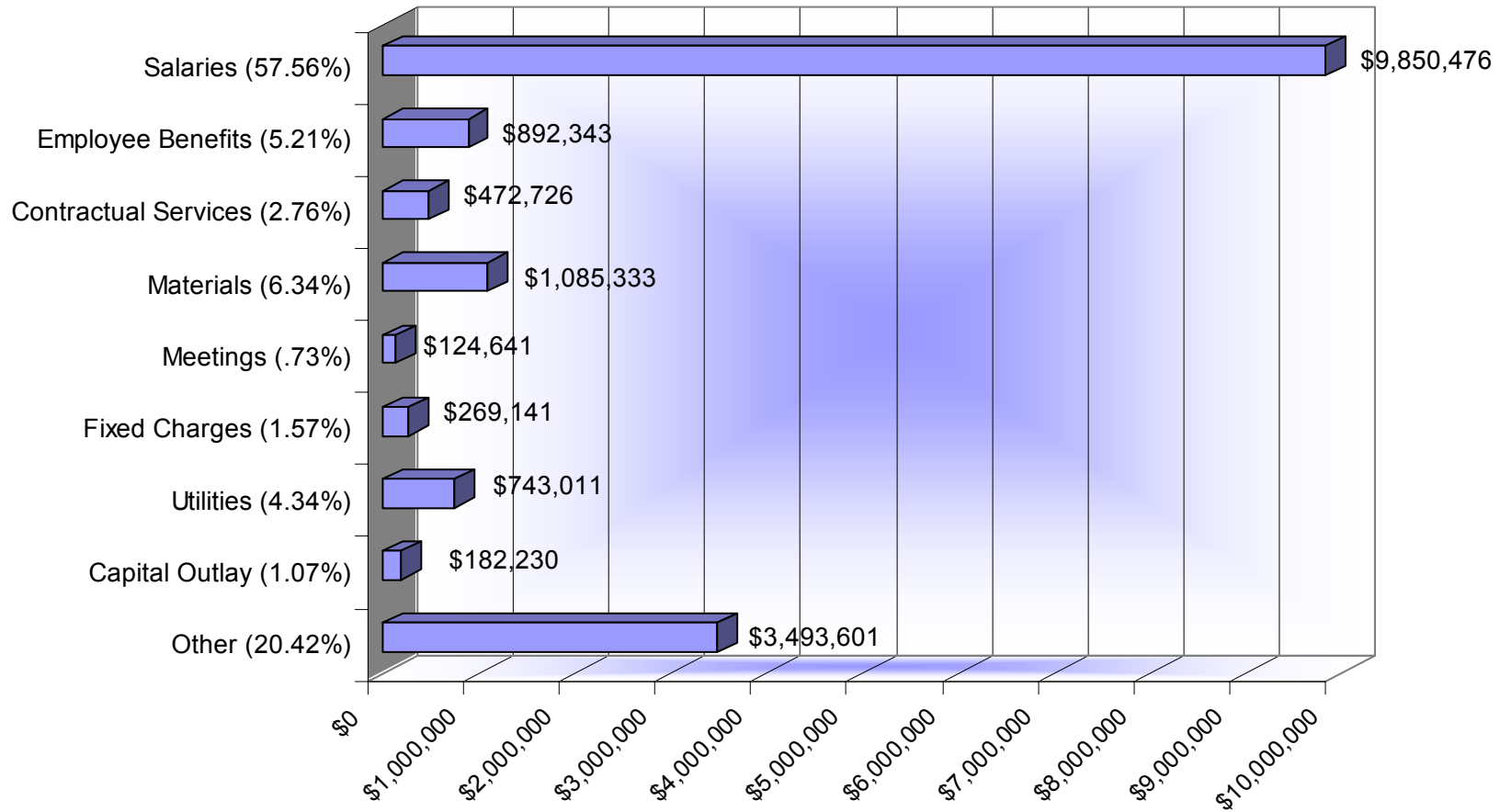
ILLINOIS EASTERN COMMUNITY COL  
Statement of Rev,Exp,Other  
Revenues, Expenditures, Other Changes  
AS OF 31-MAR-2003  
Percentage of time remaining through the Budget: 24.932

LIAB, PROTECT, SETTLEMENT

	ADJUSTED BUDGET -----	YEAR-TO-DATE ACTUAL -----	VARIANCE TO BUDGET -----	PERCENT OF BUDGET -----
REVENUES:				
LOCAL GOVT SOURCES	467,221.00	471,343.41	4,122.41	.882
INVESTMENT REVENUE	.00	13,265.97	13,265.97	#####
	-----	-----	-----	-----
TOTAL REVENUES:	467,221.00	484,609.38	17,388.38	3.722
EXPENDITURES:				
INSTITUTIONAL SUPPORT	1,084,557.00	302,772.59	-781,784.41	-72.083
	-----	-----	-----	-----
TOTAL EXPENDITURES:	1,084,557.00	302,772.59	-781,784.41	-72.083
NET INCREASE/DECREASE IN NET ASSETS	-617,336.00	181,836.79	799,172.79	#####



## Illinois Eastern Community Colleges FY2003 Operating Funds



Illinois Eastern Community Colleges Dist. #529

As of March 31, 2003 - \$17,113,503

**Agenda Item #12**

**Agenda Item #12**

**Chief Executive Officer's Report**

**Agenda Item #13**

**Agenda Item #13**

**Executive Session**



**Agenda Item #14**

**Agenda Item #14**

**Approval of Executive Session Minutes**

**Agenda Item #15**

**Approval of Personnel Report**

# MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Terry Bruce  
**DATE:** April 9, 2003  
**RE:** Personnel Report

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

mk

Attachments

# **INDEX**

**400.1. Employment of Personnel**

**400.2. Resignations**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Classified

1. Jennifer Barbre, Clerk/Receptionist, FCC
2. Sheri Georges, Program Advisor, Educational Talent Search, DO.

## 400.2. Resignations

### A. Faculty

1. Kenneth Mager, Life Science Instructor, effective August 15, 2003.
2. Rebecca Mooneyhan, Life Science Instructor, effective June 25, 2003.
3. Nicole Moore, Nursing Instructor, effective March 21, 2003.

**Agenda Item #16**

**Agenda Item #16**

**Collective Bargaining**

**Agenda Item #17**

**Agenda Item #17**

**Litigation**

**Agenda Item #18**

**Agenda Item #18**

**Acquisition and Disposition of Property**



**Agenda Item #19**

**Agenda Item #19**

**Other Items**

**Agenda Item #20**

**Agenda Item #20**

**Adjournment**

**Protection, Health, and Safety  
Projects Schedule  
Phase III & IV**

Phase III								
<b>ENVIRONMENTAL BARRIER PROJECTS &amp; MISCELLANEOUS:</b>	<b>Estimated Budget</b>							
Misc. ADA Improvements All campuses & DO	\$505,000							
Exit Door Modifications OCC	\$126,000							
Phase IV								
Environmental Barriers FCC, LTC & WVC	\$366,300							
Exit Modifications WVC	\$61,700							
Roof Replacements OCC & WVC	\$128,400							
<b>3/31/2003</b>			<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>

