

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

February 16, 2010



Location:

**Olney Central College
305 North West Street
Olney, IL 62450**

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

**Illinois Eastern Community Colleges
Board Agenda**

**February 16, 2010
7:00 p.m.
Olney Central College**

1. Call to Order & Roll Call.....Chairman Fischer
2. Disposition of Minutes.....CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. HR 400.12 Vacation Leave Policy
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Statement of Final Construction CompletionBrowning
 - B. Student Support Fee Bruce
 - C. On-Line Tuition Rates Bruce
 - D. Nursing Tuition Increase..... Bruce
 - E. Summer Term Academic Calendar Revisions..... Bruce
 - F. Employee Summer Schedule 2010 Bruce
 - G. Acceptance of Final Payment from Charles Young Estate..... Bruce
 - H. Affiliation Agreement with Marion Eye Center Bruce
 - I. Affiliation Agreement with The Bulletin Bruce
 - J. Affiliation Agreement with Burgin Manor Bruce
 - K. Affiliation Agreement with A+ Scripts..... Bruce
 - L. Affiliation Agreement with Crawford County Health Department Bruce
 - M. Affiliation Agreement with Jasper County Health Department Bruce
 - N. Business Associate Agreement with Wabash General Hospital..... Bruce
9. Bid Committee Report Bruce
 - A. Roof Replacement – District Office

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

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the Learning Resource Center, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, January 19, 2010.

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

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

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

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

Also present at this meeting, in addition to trustees:

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

Jack Davis, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Timothy Taylor, President of Frontier Community College.

Beverly Turkal, President of Lincoln Trail College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Christine Cantwell, Associate Dean of Academic & Student Support Services.

Alex Cline, Director of Information & Communications Technology.

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

Pamela Schwartz, Associate Dean of Institutional Development.

Renee Smith, Executive Assistant to CEO.

George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College

HLC – Higher Learning Commission

ICCB – Illinois Community College Board

ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges

IECEA – Illinois Eastern Colleges Education Association

LCC – Lawrence Correctional Center

LTC – Lincoln Trail College
LWIB – Local Workforce Investment Board
OCC – Olney Central College
PHS – Protection, Health & Safety
RCC – Robinson Correctional Center
SAN – Student Advantage Network
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, December 8, 2009 were presented for disposition.

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

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

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

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

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

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

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” – None.

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

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

#8-A. Career and Technical Education/DOL Lease: Career and Technical Education staff and the Small Business Development Center are currently housed at a facility on High Street, Olney, Illinois, which the District has leased for several years. Current monthly rental is

\$1,000. The District will vacate this facility on January 31, 2010. When the District received the \$1.9 million grant from the US Department of Labor (DOL), that grant included funding for lease of space and required that additional training facilities be developed. A facility is available at 218 East Main Street, Olney, Illinois, which provides 4,500 square feet of space which is adequate to meet the needs of Career and Technical Education, Small Business Development Center and DOL staff and training facilities.

Recommendation: The CEO recommended approval to lease the facility providing 4,500 square feet of space at 218 East Main Street, Olney, from February 1, 2010 until June 30, 2011 at a monthly rental of \$2,000, all of which will be paid from grant funds.

Board Action: Trustee Brenda Culver made a motion to approve the lease for space at 218 East Main Street, Olney, for Career and Technical Education, Small Business Development Center and DOL staff and training facilities, as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Amended Cafeteria Plan: At the December 2009 Board meeting, the Board of Trustees approved offering a Qualified High Deductible Health Plan. By offering a Qualified High Deductible Health Plan, District employees are allowed, under IRS rules, to have and to contribute to a Health Savings Account (HSA). The following resolution will amend IECC's current Cafeteria Plan to allow such pre-tax contributions to HSA's. The CEO recommended adoption of the following resolution to amend the District's current Cafeteria Plan to allow pre-tax employee contributions to HSA's.

ADOPTING RESOLUTION

The undersigned Principal of Illinois Eastern Community Colleges (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on January 19, 2010, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan effective January 1, 2010, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

Board Action: Trustee John Brooks made a motion to adopt the foregoing resolution to amend the District's current Cafeteria Plan to allow pre-tax employee contributions to HSA's, as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Robinson Enterprise Zone Expansion: The City of Robinson has asked for the Board's approval to abate property taxes within the Robinson Enterprise Zone as expanded to include Rain CII Carbon. The abatement would be 100 percent of the increased taxes for a period of five years. Rain CII Carbon is located on the southeast edge of Robinson and is in the process of installing a 30 megawatt electric power generation system. This generation system would use the current waste heat of the carbon plant and use it to power a turbine and generate electricity. Inclusion of the facility in the enterprise zone will help the company reduce the substantial cost of purchasing and installing the generator. LaQuita Hasty and Mike Shimer were present at the meeting and addressed the trustees in support of the Robinson Enterprise Zone expansion.

Recommendation: The CEO recommended adoption of the following resolution and approval of the inclusion of Rain CII Carbon in the existing enterprise zone.

TAX ABATEMENT RESOLUTION

The Board of Trustees of Illinois Eastern Community College District #529, Illinois does hereby adopt this resolution as follows:

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within the Robinson Enterprise Zone as the result of an Enterprise Zone Expansion Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on October 27, 2009, as Ordinance number 2009-O-35, upon which new improvements will be renovated or rehabilitated, subject to the following conditions:

- a) no abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;
- b) any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) such abatement shall be at the rate of 100 percent for the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Enterprise Zone.

Board Action: Trustee Michael Correll made a motion to adopt the foregoing resolution and to abate property taxes within the Robinson Enterprise Zone as expanded to include Rain CII Carbon, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Phase IX Carryover Funds, Project Application: The Board of Trustees issued \$3.675 million in Protection Health Safety (PHS) bonds in December 2007. Projects were submitted for bids and the Board approved the projects. Several projects have been completed with PHS funds within the past two years. The approved construction has been completed under projected costs and the District now has remaining PHS funds available for the following additional projects – Emergency and Exit Lighting at all four campuses, \$173,500; Electrical Work at the WVC Advanced Tech Building, \$70,000; Dressing Room Accessibility for OCC Performing Arts, \$60,000; Contingency (10%) \$30,400; A/E Compensation \$33,400. Project total: \$367,300. The CEO recommended approval of the Capital Project Application as presented.

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

#8-E. Phase IX Carryover Funds, Resolution: The following resolution is a required attachment for the foregoing Phase IX PHS Capital Project Application. The CEO recommended approval of the Resolution to Approve PHS Construction Projects, in order that it may be submitted to the Illinois Community College Board along with the Capital Project Application Form.

Resolution to Approve PHS Construction Projects

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Illinois Eastern Community College District No. 529 (Hereinafter referred to as IECC) is authorized to issue protection, health and safety bonds for the construction, remodeling, or rehabilitation of heating, ventilating, air conditioning, lighting, seating, water supply, toilet, handicapped accessibility, fire safety, and any other matter that will conserve, preserve, or provide for the protection and the health or safety of individuals, students, employees, or visitors in or on community college property and which will conserve the integrity of the physical facilities; and,

WHEREAS, there is a need for repair and alteration of certain facilities of IECC; 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 projects recommended for repair and alterations are:

Plumbing & Electrical Upgrades – District Wide.

Total estimated cost including fees and contingency: \$ 367,300.

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 Illinois Eastern 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 to preserve or provide for the protection, health and safety of individuals, 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 projects 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 projects.

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

#8-F. Affiliation Agreement with Good Samaritan Regional Health Center - ADN: IECC wishes to enter into a new affiliation agreement with Good Samaritan Regional Health Center, located in Mt. Vernon, Illinois. This affiliation agreement is for the Associate Degree Nursing Program and is the standard affiliation agreement utilized by the District.

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

#8-G. Affiliation Agreement with Newton First National Bank – Admin Info Tech/Med Office Asst: IECC wishes to enter into a new affiliation agreement with Newton

First National Bank, located in Newton, Illinois. This affiliation agreement is for the Administrative Information Technology Program and Medical Office Assistant Program and is the standard affiliation agreement utilized by the District.

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

#8-H. Affiliation Agreement with Hoagland Chiropractic – Admin Info Tech/Med Office Asst: IECC wishes to enter into a new affiliation agreement with Hoagland Chiropractic, located in Robinson, Illinois. This affiliation agreement is for the Administrative Information Technology Program and Medical Office Assistant Program and is the standard affiliation agreement utilized by the District.

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

#8-I. Fiscal Year 2011 Holiday Calendar: The CEO recommended approval of the following proposed holiday schedule for administrative, technical, professional/non-faculty, clerical and maintenance staff for fiscal year 2011:

Monday, July 5, 2010: Independence Day
Monday, September 6, 2010: Labor Day
Monday, October 11, 2010: Columbus Day
Thursday, November 11, 2010: Veterans Day
Thursday and Friday, November 25-26, 2010: Thanksgiving
Monday, December 20 thru December 31, 2010: Winter
Break (Christmas & New Year's Day)
Monday, January 17, 2011: Martin Luther King Jr. Day
Monday, February 21, 2011: Presidents Day
Friday, April 22, 2011: Spring Break
Monday, May 30, 2011: Memorial Day

Board Action: Trustee Walter Koertge made a motion to approve the fiscal year 2011 holiday schedule for administrative, technical, professional/non-faculty, clerical and maintenance staff as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll,

Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9– “Bid Committee Report” – The Bid Committee Report was presented, followed by Board of Trustees action as recorded.

#9-A. Wabash Valley College – Advanced Manufacturing Technology Equipment:

The CFO presented the following recommendation of the Bid Committee for Advanced Technology Equipment for WVC:

Item #1 Engine Lathe: Bid Committee recommends acceptance of the low bid received to meet specifications for one (1) Lagun American Turnmaster engine lathe from Municipal Tool and Machinery Company, Maryland Heights, MO for a total bid of \$18,330.00. JBH Technologies had low bid of \$11,612 on Ganesh GT1340 that had only 2000RPM versus specification of 2500RPM. Similarly, Municipal had a second bid for \$18,012 for a Lagun Liberty LL-EC-13-40 that had only 2000RPM instead of 2500RPM.

Item #2 Mechanical Training System: Bid Committee recommends acceptance of the low bid received to meet specifications for one (1) Greystone Mechanical Training Bench from JBH Technologies, Glenview, IL for a total bid of \$46,957.00. Depco of Pittsburg, KS had low bid of \$33,395 but did not meet specification of having vibration analysis capability.

Source of Funds: Department of Labor Grant. Acceptance of all bids is subject to Department of Labor approval.

Department: Wabash Valley College Advanced Manufacturing Department.

#9-B. Wabash Valley College – Heavy Duty Diesel Dynamometer: The CFO presented the following recommendation of the Bid Committee for a heavy duty diesel dynamometer for WVC:

Bid Committee recommends acceptance of the low bid received to meet specifications for a Black Widow heavy duty diesel dynamometer from SuperFlow Technologies Group, Colorado Springs, CO for a total of \$45,500.00. Land & Sea’s dynamometer had low bid of \$43,120.50 but is actually for gasoline engines, so it would also require an additional adapter of unknown cost to be compatible with the diesel engines of this program. The equipment was specified as a heavy duty diesel dynamometer.

Source of Funds: Department of Labor Grant. Acceptance of all bids is subject to Department of Labor approval.

Department: Wabash Valley College Energy Technologies.

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

Board Action: Trustee Brenda Culver made a motion to approve the foregoing recommendations of the Bid Committee and authorize purchases as outlined. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following

trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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 \$9,280,941.08, as of December 31, 2009.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for January 2010, totaling \$1,044,867.23, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for January 2010, in the amounts listed, and payments from the revolving fund for December 2009. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – CEO Terry Bruce presented a comprehensive update on the State of Illinois financial situation.

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

AGENDA #13 – “Approval of Executive Session Minutes” – Board of Trustees did not hold an executive session at the regular meeting, Tuesday, December 8, 2009.

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

400.1. Special Assignments

A. Academic – Nursing

1. Angelia Williams, Dept. Head, Nursing, LTC, \$1,500 + 6 hrs. release time, Spring 2010.

B. Extra-Curricular

1. Lyn Huey, Theater Lighting Tech, WVC, \$1,000, Spring 2010.

400.2. Request for Approval of Proposed Non-College Employment

A. Faculty

Amie Mayhall, Vincennes University, Vincennes, IN, approximate time per academic year, 32 days.

400.3. Resignation

A. Professional/Non-Faculty

1. David Brown, Program Manager for Mining, Workforce Education, effective December 31, 2009.

400.4. Retirements

A. Faculty

1. Hal Kizer, Spanish Instructor, effective June 1, 2010.

B. Classified

1. Lynda Price, Program Assistant, Workforce Education, effective April 1, 2010.

Personnel Report Addendum

400.5. Change in Status

A. Classified

1. Stephanie Durham, Temporary Office Assistant, WVC, to Temporary Administrative Assistant to President, WVC, effective January 20, 2010.

#14-A. Board Action to Amend Personnel Report: Trustee William Hudson made a motion to amend the Personnel Report, to add an addendum containing Section 400.5, as recommended. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

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

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

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

AGENDA #18– “Other Items” – None.

AGENDA #19 – “Adjournment” – Student Trustee Carter Wilkinson made a motion to adjourn. Trustee Walter Koertge seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:30 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

A. Trustees

B. Presidents

C. Cabinet

Coal Mining Technology/Telecom

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

HR 400.12 Vacation Leave Policy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: HR 400.12 Vacation Leave Policy

Employees who are paid from grant funds are granted the same number of vacation days as employees paid by the education fund. Under current policy, grant funded employees must use their vacation days during the period of the grant. However, questions have arisen about vacation carry-over days that have lead, in some instances, to a payment of these vacation days from education funds.

The proposed change clarifies that employees in grant funded positions, cannot carry over vacation days unless they accept the risk of losing those unused vacation days and pay if the grant is not renewed or employment with the District is terminated.

This proposed additional language does not change existing policy, but clarifies how and if carry-over vacation days are to be paid or not paid.

I request approval of this clarification of existing policy regarding grant funded employees who carry over vacation days.

TLB/rs

Attachment

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

Date Adopted: January 16, 1990

Revised: June 21, 2005

Revised: April 21, 2009

Revised: February 16, 2010

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

Each full-time clerical, technical, and maintenance employee shall earn 10 vacation days per year. Clerical, technical, and maintenance employees with less than 7 years of employment may accumulate no more than 20 vacation days. After 7 years of employment, each full-time clerical, technical, and maintenance employee shall earn 15 vacation days per year. Effective July 1, 2009, clerical, technical, and maintenance employees with 7 or more years of employment may accumulate no more than 25 paid vacation days.

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

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

- A. An employee may elect to receive pay at his/her current per diem rate for the number of accumulated vacation days following completion of his/her duties with the District.
- B. An employee may elect to take his/her accumulated vacation days just prior to completion of his/her duties with the District. In this situation, the last day of vacation would also be the last day of employment.

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

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

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

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

Grant Employees

Employees in grant-funded positions who attempt to carry-over unused vacation hours at the end of a fiscal year, do so at the risk of losing unused vacation hours and pay for those hours if the grant funding is not renewed or cut and employment with the District is terminated. An employee in a grant-funded position shall be advised to take all earned vacation hours prior to the termination date of a grant-funded position to eliminate possible forfeiture of pay for such remaining hours.

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Statement of Final Construction Completion

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
SUBJECT: Statements of Final Construction Compliance

IECC is required by the Illinois Community College Board (ICCB) to take Board action on Protection, Health and Safety, Capital Renewal and state and locally funded projects completed each year.

Attached are statements of final construction compliance for Illinois Eastern Community Colleges projects as required by the ICCB. There are \$538,556 in construction costs for Protection, Health and Safety projects which were completed this past year as outlined below. I request that the Board approve these attached statements of final construction as presented so that they may be submitted to the ICCB.

<u>Project Number</u>	<u>Project Name</u>	<u>Actual Cost</u>	<u>Funds</u>
1863-1007	Plumbing & Electrical Survey	\$ 39,596	B
1874-1007	Storm Water Remediation	64,408	B
1995-0309	ADA Hardware Replacement	47,290	TE
1994-0309	Toilet & Locker Room Upgrade	122,619	TE
1996-0309	Fire Suppression Upgrades	14,033	TE
1997-0309	Electrical & Lighting Upgrades	250,610	TE

TLB/

Protection, Health, and Safety Project

Statement of Final Construction Compliance

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Image Architects
1118 W. Main St.
Carbondale, IL 62901

Final cost of the project: 1863-1007 Plumbing & Electrical Survey - Districtwide

Approved Budget \$38,500

Actual Cost \$39,596

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the
Board of Trustees

Date _____

Signed _____

Chairperson

Secretary

Protection, Health, and Safety Project

Statement of Final Construction Compliance

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Image Architects
1118 W. Main St.
Carbondale, IL 62901

Final cost of the project: 1874-1007 Storm Water Remediation

Approved Budget \$121,000

Actual Cost \$64,408

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the
Board of Trustees

Date _____

Signed _____

Chairperson

Secretary

Protection, Health, and Safety Project

Statement of Final Construction Compliance

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Image Architects
1118 W. Main St.
Carbondale, IL 62901

Final cost of the project: 1995-0309 ADA Hardware Replacement/Supplement - FCC

Approved Budget \$53,300

Actual Cost \$47,290

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the
Board of Trustees

Date _____

Signed _____
Chairperson

Secretary

Protection, Health, and Safety Project

Statement of Final Construction Compliance

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Image Architects
1118 W. Main St.
Carbondale, IL 62901

Final cost of the project: 1994-0309 Toilet & Locker Room Upgrades - LTC

Approved Budget \$130,100

Actual Cost \$122,619

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the
Board of Trustees

Date _____

Signed _____

Chairperson

Secretary

Protection, Health, and Safety Project

Statement of Final Construction Compliance

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Image Architects
1118 W. Main St.
Carbondale, IL 62901

Final cost of the project: 1996-0309 Fire Suppression System Upgrades – LTC, OCC, WVC

Approved Budget \$72,600

Actual Cost \$14,033

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the
Board of Trustees

Date _____

Signed _____

Chairperson

Secretary

Protection, Health, and Safety Project

Statement of Final Construction Compliance

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Image Architects
1118 W. Main St.
Carbondale, IL 62901

Final cost of the project: 1997-0309 Electrical & Lighting Upgrade – LTC, OCC, FCC

Approved Budget \$378,600

Actual Cost \$250,610

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the
Board of Trustees

Date _____

Signed _____

Chairperson

Secretary

Agenda Item #8B

Student Support Fee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Student Support Fee

The board increased tuition by \$9 earlier this year to be effective Summer Term 2010. This increase was to comply with the state requirement that the district charge tuition that was 85% of the statewide average tuition.

Since that action on increasing tuition occurred, it has become more apparent that the state will be unable to make payments that are due the District.

The District will need to establish a Student Support Fee of \$10 per credit hour effective Summer Term 2010 to raise revenue to replace the state's failure to pay amounts due the district.

A \$10 Student Support Fee will increase district revenue and could be used to fund the issuance of Alternate Revenue Bonds or for any district purpose.

With this increased fee, the tuition and mandatory fees will be \$86 per credit hour, which compares favorably with other area community colleges.

I ask the Board's approval of the establishment of this Student Support Fee.

TLB/rs

Agenda Item #8C

On-Line Tuition Rates

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Online Tuition Rates

The Board has taken action at a prior meeting to increase tuition by \$9.00 per semester hour. Following Board approval of that change, other District tuition rates must come to the Board for approval.

I ask that the Board change the course listings from Internet Tuition to Online Tuition and that the tuition be changed as follows:

Internet-Online Tuition (page 40 IECC Catalog) (effective Summer Semester 2010)

	<u>Current</u>		<u>Recommended</u>
In-District	\$62	\$71	per credit hour
Special Out-of-District	\$89	\$89	per credit hour
Indiana Students in Designated Counties	\$95	\$110	per credit hour
Out-of-District	\$85	\$110	per credit hour
Out-of-State	\$95	\$110	per credit hour
Non-U.S. Resident	\$108	\$110	per credit hour

TLB/rs

Agenda Item #8D

Nursing Tuition Increase

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Nursing Tuition Increase

The District operates a highly professional nursing program at each of the four colleges. Graduates from the program who take the NCLEX have a high passage rate, indicating the high standards maintained by the program.

However, the nursing program is the most expensive program operated by the District. For FY2009, the District's cost per credit hour for non-nursing courses was \$124.69 per credit hour, while the cost for nursing was \$261.60 per credit hour.

Statewide, community colleges are developing variable tuition rates for nursing programs. The In-District tuition for beginning and first year nursing students should increase to 150 percent of regular In-District tuition, effective Summer Term 2010.

For nursing students currently in the first year of the program, the tuition In-District increase should be 125 percent of regular In-District tuition for the 2010 Summer Term, 2010 Fall Semester and 2011 Spring Semester.

Thereafter, all In-District nursing students will be charged 150 per cent of regular In-District tuition.

I ask the Board's approval of this variable tuition rate for nursing.

TLB/rs

Agenda Item #8E

Summer Term Academic Calendar Revisions

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Summer Term 2010 Academic Calendar Revisions

The Board is being asked to approve a change in the 2010 Summer Term Academic Calendar and allow the colleges to eliminate Friday classes. By making this change, the District could save \$4,500 each Friday for eight weeks.

The faculty union president has been contacted and he indicated that this proposed change would be acceptable. The change moves the start date for the summer up a day and allows summer classes to end a day earlier.

Current calendar:

2010 Summer Term

June..... 7 Faculty Workshop
June..... 8 First Day of Classes
July.....2 Midterm
July..... 5 Colleges Closed. Independence Day Observed
July..... 30 Last Day of Classes
August..... 2-3 Final Exams

Proposed calendar:

2010 Summer Term

June..... 7 First Day of Classes
July..... 1 Midterm
July..... 5 College Closed, Independence Day Observed
July..... 29 Last Day of Classes
August..... 2-3 Final Exams

I ask the Board's approval of this proposed change in the 2010 Summer Term Calendar.

TLB/rs

Agenda Item #8F

Employee Summer Schedule 2010

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Employee Summer Schedule 2010

The District has the opportunity to save approximately \$4,500 per day on utilities during the summer if the colleges closed on the eight summer Fridays. The \$36,000 savings realized will help replace the funding that the state has promised but not paid.

In addition to the savings to the District, the staff receives these eight Fridays as paid days for which they will not have to report to work. These employees have felt the impact of the removal of eight paid holidays, a year without a pay raise, and a change in insurance coverage. Allowing these employees eight paid days is a win for the District and a win for the employees. It is also recognition of the importance of these employees to the District.

Friday closure is a common practice among many community colleges.

During the days listed below, full-time administrative, professional non-faculty and classified staff will be paid, but will not be required to report for work.

Friday, June 11, 2010
Friday, June 18, 2010
Friday, June 25, 2010
Friday, July 2, 2010
Friday, July 9, 2010
Friday, July 16, 2010
Friday, July 23, 2010
Friday, July 30, 2010

I ask the Board's approval of this utility savings plan and allowance of eight paid days for which the listed employees will not report for work.

TLB/rs

Agenda Item #8G

Acceptance of Final Payment from Charles Young Estate

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Acceptance of Final Payment from Charles Young Estate

Charles Edward Young was a Mt. Carmel-Wabash County resident who left a gift in his will to Wabash Valley College and Wabash General Hospital. The college district has received more than \$637,980.00 from the estate.

However, during the administration of the estate and the distribution of the Charles Edward Young assets, the executor of the estate misdirected a payment due Wabash General Hospital to a Wabash Hospital in Indiana. The Hospital accepted the proceeds and built a wing to the hospital named Charles Edward Young wing.

The mistake was discovered and a substantial amount of controversy arose and that controversy has been resolved in favor of Wabash General Hospital on that portion of the money due Wabash General Hospital and paid inappropriately to the Indiana hospital.

Because of the unusual nature of the estate's administration and the issues that have arisen, the executor has asked for Consent to the Final Settlement.

I believe that the Board should accept this final settlement in that all money due to Wabash Valley College has been paid.

I ask the Board's acceptance of the final settlement of the Charles Edward Young estate.

TLB/rs

Attachment

IN THE PROBATE COURT OF CULLMAN COUNTY, ALABAMA

IN RE: The Estate of

CHARLES EDWARD YOUNG,

Deceased.

CASE NO. PC-2006-164

**WAIVER AND CONSENT OF FINAL SETTLEMENT BY EXECUTOR AND
ACKNOWLEDGEMENT OF RECEIPT ON FINAL SETTLEMENT**

The undersigned **Wabash Valley College** hereby accepts service and waives notice of the petition of Regions Bank, the successor of AmSouth Bank, N.A., for final settlement of the Estate of Charles Edward Young, deceased and consents that said settlement be had without further notice to the undersigned, either by personal service or by publication, and hereby consents and requests that said Executor and any sureties on its bond be discharged, and also waives the filing of any vouchers or accounts in this settlement, and further acknowledges receipt of all monies and things due to the undersigned from said estate.

Dated this the 16th day of February, 2010.

Wabash Valley College/Illinois Eastern Community Colleges

By: _____
Its: _____

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Wabash Valley College is signed to the foregoing Waiver and Consent on Final Settlement by Executor and Acknowledgement of Receipt on Final Settlement, and who is known to me, acknowledged before me on this day that, being informed of and understanding the contents of said Waiver on Final Settlement by Executor, he/she executed the same voluntarily and with full authority for and as the act of the said Wabash Valley College on the day the same bears date.

Given under my hand and official this the ____ day of February, 2010.

Notary Public
My commission expires:

Agenda Item #8H

Affiliation Agreement with Marion Eye Center

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Affiliation Agreement with Marion Eye Center

IECC wishes to enter into a new affiliation agreement with Marion Eye Center located in Fairfield, Illinois.

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

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

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

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

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

covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

MARION EYE CENTER

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #8I

Affiliation Agreement with The Bulletin

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Affiliation Agreement with The Bulletin

IECC wishes to enter into a new affiliation agreement with The Bulletin located in Oblong, Illinois.

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

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

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

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

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

covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

The Bulletin

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #8J

Affiliation Agreement with Burgin Manor

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Affiliation Agreement with Burgin Manor

IECC wishes to enter into a new affiliation agreement with Burgin Manor, located in Olney, Illinois.

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

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

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

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for medical office assistant and administrative information technology internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.
4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.
5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

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

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

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

covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

BURGIN MANOR

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #8K

Affiliation Agreement with A+ Scripts

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Affiliation Agreement with A+ Scripts

IECC wishes to enter into a new affiliation agreement with A+ Scripts, located in Miami, Florida. A+ is a transcription service company.

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

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant Program and Administrative Information Technology Program. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and A+ Scripts INC. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

A+ Scripts, Inc.

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #8L

Affiliation Agreement with Crawford County Health Department

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Affiliation Agreement with Crawford County Health Department

IECC wishes to enter into a new affiliation agreement with Crawford County Health Department, located in Robinson, Illinois.

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

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

Crawford County Health Department

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #8M

Affiliation Agreement with Jasper County Health Department

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Affiliation Agreement with Jasper County Health Department

IECC wishes to enter into a new affiliation agreement with Jasper County Health Department, located in Newton, Illinois.

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

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

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

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

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

covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

JASPER COUNTY HEALTH DEPT

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

Agenda Item #8N

Business Associate Agreement with Wabash General Hospital

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2010
RE: Business Associate Agreement with Wabash General Hospital

IECC wishes to enter into a new Business Associate Agreement with Wabash General Hospital located in Mt. Carmel, Illinois.

This Business Associate Agreement is for all IECC Allied Health Programs.

I ask the Board's approval of this Business Associate Agreement with Wabash General Hospital.

TLB/rs

Attachment

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is executed, entered into and delivered on this 3rd day of February, 2010 (“Effective Date”), by and between (i) **Wabash General Hospital** (the “Covered Entity”) and (ii) **Illinois Eastern Community Colleges (IECC)** (the “Business Associate”). The Covered Entity and the Business Associate are collectively referred to in this Agreement as the “Parties,” and either the Covered Entity or the Business Associate may be separately and individually identified in this Agreement as a “Party.”

Recitals:

WHEREAS, the “Health Insurance Portability and Accountability Act of 1996” (“HIPAA”) grants the Secretary authority to promulgate and publish rules regulating the privacy and the security of certain categories of patient health information; and

WHEREAS, the Secretary has promulgated and published the Privacy Rule and Security Rule which are designed to protect the privacy of Individually Identifiable Health Information maintained or transmitted in connection with certain administrative and financial transactions; and

WHEREAS, the Privacy Rule and the Security Rule require covered entities to enter into a contract, referred to as a business associate agreement, with contractors receiving Protected Health Information, and mandate compliance with certain terms and conditions which are respectively prescribed in the Privacy Rule and the Security Rule; and

WHEREAS, the services which the Business Associate contemplates performing on behalf of the Covered Entity involve the use and/or disclosure of Protected Health Information, and, as a consequence, a business associate agreement between the Parties is required; and

WHEREAS, the “Health Information Technology for Economic and Clinical Health Act” (“HITECH”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, imposes additional requirements with respect to the privacy and security of Protected Health Information, and requires the Secretary to promulgate and publish additional rules regulating the privacy and security of Protected Health Information; and

WHEREAS, the Secretary has promulgated the Breach Notification for Unsecured Protected Health Information, Interim Final Rule, published at 45 C.F.R. Parts 160 and 164 (the “Breach Notification Rule”) in accordance with HITECH; and

WHEREAS, HITECH and the Breach Notification Rule require covered entities and business associates to include certain terms and conditions in the business associate agreements required by HIPAA;

NOW, THEREFORE, in consideration of the covenants, terms and conditions which are contained in this Agreement, the respective obligations of the Parties, as defined in this Agreement, and other good and valuable considerations, the receipt and sufficiency of such

additional considerations being acknowledged by the Parties, the Covered Entity and the Business Associate agree as follows:

1. DEFINITIONS.

The following terms and phrases possess the meaning which is assigned to such terms and phrases by the provisions of this Agreement:

1.1 Administrative Safeguards. "Administrative Safeguards" has the same meaning as the term "administrative safeguards" in 45 C.F.R. §164.304.

1.2 Availability. "Availability" has the same meaning as the term "availability" in 45 C.F.R. §164.304.

1.3 Breach. "Breach" has the same meaning as the term "breach" in 45 C.F.R. §164.402.

1.4 Confidentiality. "Confidentiality" has the same meaning as the term "confidentiality" in 45 C.F.R. §164.304.

1.5 Data Aggregation. "Data Aggregation" has the same meaning as the term "data aggregation" in 45 C.F.R. §164.501.

1.6 Designated Record Set. "Designated Record Set" has the same meaning as the term "designated record set" in 45 C.F.R. §164.501.

1.7 Individual. "Individual" has the same meaning as the term "individual" in 45 C.F.R. §160.103, and includes a person who qualifies as a personal representative under 45 C.F.R. §164.502(g).

1.8 Individually Identifiable Health Information. "Individually Identifiable Health Information" has the same meaning as the term "individually identifiable health information" in 45 C.F.R. §160.103.

1.9 Integrity. "Integrity" has the same meaning as the term "integrity" in 45 C.F.R. §164.304.

1.10 Physical Safeguards. "Physical Safeguards" has the same meaning as the term "physical safeguards" in 45 C.F.R. §164.304.

1.11 Privacy Rule. "Privacy Rule" means the "Standards for Privacy of Individually Identifiable Health Information," as published at 45 C.F.R. part 160 and part 164, subparts A and E.

1.12 Protected Health Information. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created on behalf of a Covered Entity by a Business Associate, or received by a Business Associate from a Covered Entity.

1.13 Required by Law. “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. §164.103.

1.14 Security Incident. “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. §164.304.

1.15 Security Rule. “Security Rule” means the “Security Standards for the Protection of electronic Protected Health Information,” as published at 45 C.F.R. part 160 and part 164, subpart C.

1.16 Secretary. “Secretary” means the Secretary of the Department of Health and Human Services, or his or her designee.

1.17 Technical Safeguards. “Technical Safeguards” has the same meaning as the term “technical safeguards” in 45 C.F.R. §164.304.

1.18 Unsecured Protected Health Information. “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R. §164.402.

1.19 Other Terms or Phrases. Other terms or phrases which are utilized in this Agreement, without a specific definition being attributable to such terms and phrases, will possess the same meaning which is respectively assigned to the terms or phrases in HIPAA or HITECH, or any regulation promulgated under HIPAA or HITECH, as is applicable under the circumstances.

2. PERMITTED USES AND DISCLOSURES.

2.1 Except as otherwise limited by or under this Agreement, the Business Associate may use or disclose Protected Health Information to perform the duties and obligations of the Business Associate under the one or more contracts which exist between the Parties on the Effective Date (the “Contract”), so long as that use or disclosure would not violate the Privacy Rule, or the applicable policies and procedures of the Covered Entity relating to such use or disclosure.

2.2 The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by the Business Associate in the course of its fulfillment of its obligations pursuant to the underlying Contract.

2.3 The Business Associate’s requests for disclosure of Protected Health Information by Covered Entity to the Business Associate shall be only for the minimum necessary Protected Health Information for the accomplishment of the Business Associate's purpose.

2.4 Except as otherwise limited by or under this Agreement, the Business Associate may use or disclose Protected Health Information in connection with the proper management and administration of the activities of the Business Associate, or to perform the duties and responsibilities of the Business Associate, including the duties and responsibilities created by the underlying Contract.

2.5 Except as otherwise limited by or under this Agreement, the Business Associate may disclose Protected Health Information if such disclosures are Required By Law, or if the Business Associate obtains reasonable assurances from the person or entity receiving the Protected Health Information from the Business Associate that the Protected Health Information will remain confidential and will be used or further disclosed only as Required by Law, or in connection with the specific purpose which is occasioning the disclosure, and the person or entity notifies the Business Associate of any instances when the confidentiality of the Protected Health Information has been compromised.

2.6 The Business Associate may use Protected Health Information to furnish Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

2.7 The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

3. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

3.1 The Business Associate will maintain the Confidentiality of, and will not use or disclose Protected Health Information, other than to the extent permitted by this Agreement or as Required By Law.

3.2 The Business Associate will use appropriate safeguards to prevent the use or disclosure of Protected Health Information, except to the extent permitted under this Agreement.

3.3 The Business Associate will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by the Business Associate, of a use or a disclosure of Protected Health Information by the Business Associate in breach or violation of the provisions of this Agreement.

3.4 The Business Associate will, as soon as practicable, but in no event later than ten (10) business days after becoming aware of any use or disclosure of Protected Health Information in violation of this Agreement by the Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which the Business Associate disclosed Protected Health Information in compliance with this Agreement, report to the Covered Entity any such use or disclosure.

3.5 The Business Associate will ensure that any agent, including a subcontractor, which receives Protected Health Information from or through the Business Associate, has agreed, prior to receiving that Protected Health Information, to the same restrictions and conditions as are applicable, under this Agreement, to the Business Associate.

3.6 The Business Associate agrees that the internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and the disclosure of Protected Health Information which the Business Associate created on behalf of the Covered Entity or received from the Covered Entity will be available to the Secretary to assist the Secretary in determining whether the Covered Entity has adequately complied with the Privacy Rule. The Business Associate will, as soon as practicable, but in no event later than the ten (10) day period following the receipt by the Business Associate of any such request from the Secretary, notify the Covered Entity of such request, and will thereafter furnish the Covered

Entity the information or documents disclosed to the Secretary pursuant to such request, within the ten (10) day period following said disclosure, unless an alternative date is mutually established by the Parties.

3.7 The Business Associate will document such disclosures of Protected Health Information, and information related to such disclosures, as would be required to enable the Covered Entity to respond to a request by an Individual that the Covered Entity furnish, to the Individual, an accounting of disclosures of Protected Health Information, in compliance with 45 C.F.R. §164.528.

3.8 The Business Associate will furnish the Covered Entity, or an Individual, information collected in accordance with Section 3.7 of this Agreement, to permit the Covered Entity to respond to a request by an Individual that the Covered Entity furnish to the Individual an accounting of disclosures of Protected Health Information, in compliance with 45 C.F.R. §164.528. The Business Associate will deliver that information to the Covered Entity within the ten (10) day period following the receipt by the Business Associate of the request from the Covered Entity, unless an alternative delivery date is mutually established by the Covered Entity and the Business Associate. The Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.9 The Business Associate will implement Administrative Safeguards, Physical Safeguards and Technical Safeguards which reasonably and appropriately protect the Confidentiality, Integrity and Availability of the electronic Protected Health Information which the Business Associate creates on behalf of the Covered Entity, or receives from the Covered Entity or otherwise maintains or transmits on behalf of the Covered Entity, as required by the Security Rule.

3.10 The Business Associate will ensure that any agent, including a subcontractor, which receives electronic Protected Health Information from or through the Business Associate has agreed, prior to receiving such electronic Protected Health Information, to implement reasonable and appropriate Administrative Safeguards, Physical Safeguards and Technical Safeguards to protect the Confidentiality, Integrity and the Availability of such information, as required by the Security Rule.

3.11 The Business Associate will promptly report to the Covered Entity the occurrence of any Security Incident whenever the Business Associate becomes aware of the occurrence of that Security Incident.

3.12 The Business Associate will obtain and maintain and during the term of the Agreement liability insurance, covering any claims against Business Associate based on its violation of the Privacy Standards or any applicable Illinois law or regulation concerning the privacy of patient information in connection with Business Associate's performance of its obligations under this Agreement, in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence based coverage. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.

3.13 The Business Associate agrees to promptly notify the Covered Entity of the Business Associate's receipt of any request or subpoena for Protected Health Information or a request for an accounting of disclosures of Protected Health Information, and to forward any such request or subpoena to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request or subpoena. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of any request or subpoena, the Business Associate shall cooperate with any reasonable requests by the Covered Entity in connection with such challenge, which, in any event, shall not require the Business Associate to expend its funds or incur of any liability.

3.14 Within ten (10) business days of a request by the Covered Entity for access to Protected Health Information about an Individual contained in a Designated Record Set, the Business Associate shall make available to the Covered Entity 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 the Business Associate, the Business Associate shall within ten (10) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

3.15 Within ten (10) business days of receipt of a request from the Covered Entity 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), the Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

3.16 Business Associate will comply with the applicable provisions of the Breach Notification Rule, except to the extent that this Agreement contains more stringent requirements that are not inconsistent with the Breach Notification Rule, in which case this Agreement will govern. Business Associate will notify the Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. In doing so, Business Associate will use the form notification attached hereto as Exhibit A and incorporated herein, providing as much of the information requested as is available to the Business Associate, and then send the notification to the addressee stated therein via first class mail. Business Associate will provide the notification as soon as possible and without unreasonable delay following discovery of the Breach, but in no case will Business Associate send the notification later than ten (10) days following discovery of the Breach. After providing the initial notification, the Business Associate will promptly notify the Covered Entity of any additional information which becomes available with respect to the Breach, using the same form and method of delivery as the initial notification.

4. OBLIGATIONS OF THE COVERED ENTITY.

4.1 The Covered Entity will notify the Business Associate of any limitation(s) in the Notice of Privacy Practices of the Covered Entity, in compliance with 45 C.F.R. §164.520, to the extent that such limitation(s) may adversely affect the Business Associate's use or disclosure of Protected Health Information.

4.2 The Covered Entity will notify the Business Associate of any changes in, or a revocation of the previously granted permission by an Individual to use or disclose Protected

Health Information, to the extent that such changes may adversely affect the Business Associate's use or disclosure of Protected Health Information.

4.3 The Covered Entity will inform the Business Associate of any confidential addresses or any other accommodation granted by the Covered Entity, in response to an Individual's requested confidential communications in compliance with 45 C.F.R. §164.522, to the extent that such restrictions may adversely affect the Business Associate's use or disclosure of Protected Health Information..

4.4 The Covered Entity will not request that the Business Associate use or disclosure Protected Health Information in any manner which would not be permitted by or under the Privacy Rule.

5. TERM AND TERMINATION.

5.1 The Term of this Agreement commences on the Effective Date, and will subsequently continue in force so long as the underlying Contract between the Parties remains in force.

5.2 In the event of a material breach or violation of this Agreement by the Business Associate, the Covered Entity will either:

5.2.1 allow the Business Associate an opportunity to cure the breach or violation to the Covered Entity's satisfaction within the ensuing ten (10) day period which follows the occurrence of the breach or violation, if reasonable under the circumstances, unless an alternative cure date is mutually established by the Covered Entity and the Business Associate; or

5.2.2 immediately terminate this Agreement and the underlying Contract if the Business Associate has breached or violated a material term or provision of this Agreement and, in the Covered Entity's opinion, a reasonable cure of the breach or violation is not feasible; or

5.2.3. report the breach or violation to the Secretary, if neither the termination of this Agreement and the underlying Contract nor a cure of the breach or violation are satisfactory responses, in the Covered Entity's opinion.

5.3. If this Agreement and the underlying Contract are terminated by either of the Parties, the Business Associate will promptly return to the Covered Entity all of the Protected Health Information previously received from, or created or received by the Business Associate on behalf of the Covered Entity, which the Business Associate, or any agent or subcontractor of the Business Associate, then maintains in any form, and the Business Associate will retain no copies of any of that Protected Health Information; however, if the return of the Protected Health Information is not feasible, in the mutual opinion of the Parties, the Business Associate will continue to extend the protections of this Agreement to the Protected Health Information, and the Business Associate, by the execution and delivery of this Agreement, represents and warrants that the Business Associate will limit further uses and disclosures to the purposes which have caused the return of the Protected Health Information to be impractical. If the Business Associate independently determines that the return of Protected Health Information is not feasible, the Business Associate will so notify the Covered Entity and will specify and

enumerate, in that notification, the reasons which support the Business Associate's determination. The Covered Entity, if the Covered Entity so elects, may challenge the Business Associate's determination by employing any of the legal remedies which are then available to the Covered Entity.

6. AGENCY.

The Parties are independent contractors, and no agency, partnership, joint venture or employment relationship is intended or created by this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or a section in the Security Rule means the section as in effect on the Effective Date, or as subsequently amended.

7.2 Amendment. The Parties agree to act as may be necessary subsequent to the Effective Date to amend this Agreement to comply with any requirements related to the Privacy Rule, the Security Rule, and any other regulations or provisions of HIPAA which are adopted, promulgated or published after the Effective Date.

7.3 HITECH Compliance. The Parties acknowledge that the numerous privacy provisions included in HITECH will become effective in the future, and the Parties expect the Secretary to promulgate and publish additional rules in the future under the authority granted by HITECH. Business Associate will comply with the applicable provisions of HITECH and the future rules promulgated thereunder upon their respective effective dates, and this Agreement hereby incorporates the requirements contained in those provisions without the need for further amendment of this Agreement.

7.4 Survival. The duties and obligations imposed on the Business Associate by the terms and provisions of Section 5.3 of this Agreement will survive, in all events, the termination of this Agreement, and/or the termination of the underlying Contract.

7.5 Interpretation. The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in the underlying Contract, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Any ambiguity in this Agreement will be resolved so as to permit the Covered Entity to comply with HIPAA and HITECH and any regulation promulgated under with HIPAA or HITECH.

7.6 Governing Law. This Agreement will be interpreted, construed and governed by and under the law of the State of Illinois.

7.7 Injunctive Relief. The Business Associate acknowledges and agrees that the Covered Entity will suffer irreparable damage upon the Business Associate's breach of any material term of this Agreement and that such damages shall be difficult to quantify. The Business Associate acknowledges and agrees that, in such event, the Covered Entity may file an action for an injunction to enforce the terms of this Agreement against the Business Associate, in addition to any other remedy the Covered Entity may have.

7.8 Severability. In the event that any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect. In addition, in the event that the Covered Entity determines, in good faith, that any term or provision of this Agreement fails to comply with HIPAA or HITECH, or any of the regulations promulgated pursuant to HIPAA or HITECH, the Covered Entity will notify the Business Associate, in writing. During the ensuing thirty (30) day period following the receipt of that notification, the Parties will address such concern in good faith and will endeavor to amend the terms and provisions of this Agreement so the Agreement is compliant. If, after that thirty (30) day period has expired, this Agreement continues to be noncompliant, in the Covered Entity's opinion, then this Agreement may be terminated by the Covered Entity pursuant to Section 5.2 of this Agreement.

7.9 Entire Agreement. This document, along with the underlying Contract, including all exhibits or other attachments thereto and all documents incorporated therein by reference, constitutes the entire agreement between the Parties, and this Agreement supersedes any and all prior contracts, whether oral or written, between the Parties relating to the subject matter of this Agreement.

7.10 Captions. The captions which are utilized in this Agreement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Agreement.

7.11 Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document.

IN WITNESS WHEREOF, the Parties executed and then delivered this Agreement, as of the Effective Date, in pursuance of the uses and purposes which are described and contained in this Agreement.

COVERED ENTITY:

BUSINESS ASSOCIATE:

WABASH GENERAL HOSPITAL

ILLINOIS EASTERN COMMUNITY
COLLEGE (IECC)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A

**NOTIFICATION TO
WABASH GENERAL HOSPITAL REGARDING
A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

To: Ms. Tammy Davis
Director of HIM
Wabash General Hospital
1418 College Drive
Mount Carmel, IL 62863

_____ (“Business Associate”) hereby notifies **Wabash General Hospital** that there has been a Breach of Unsecured Protected Health Information (“PHI”).

Name(s) of individuals affected by the Breach: _____

Description of the Breach: _____

Date of the Breach: _____

Date of the discovery of the Breach: _____

The types of Unsecured PHI that were involved in the Breach: _____

Any steps affected individuals should take to protect themselves from potential harm from the Breach: _____

Description of what Business Associate is doing to investigate the breach, to mitigate harm, and to protect against any further Breach: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Agenda Item #9

Bid Committee Report

Roof Replacement – District Office

BID COMMITTEE REPORT

February 16, 2010

IECC

1. Roof Replacement – District Office

TO: Board of Trustees
FROM: Bid Committee
SUBJECT: Bid Recommendation – Roof Replacement – District Office
DATE: February 16, 2010

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

Division I – All Work Shay Roofing, Millstadt, IL Base Bid: \$110,923.00

Respectfully Submitted,

Roger Browning
Terry L. Bruce
Harry Hillis, Jr.

Source of Funds: Phase 9 Carryover Funds

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

IMAGE ARCHITECTS INC.

**ROOF REPLACEMENT
DISTRICT OFFICE
ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY, ILLINOIS
IA PROJECT 09063A**

Bid Tabulation

**Thursday, February 4, 2010 at 2:00 p.m.
I.E.C.C. District Office, 233 E. Chestnut St., Olney, IL**

DIVISION I – ALL WORK

BIDDER	BID SECURITY	ADDENDUM NO. 1	BASE BID
Geissler Roofing Co., Inc. Belleville, IL	NO BID		
Shay Roofing Millstadt, IL	5% Bid Bond	✓	\$110,923.00
Lakeside Roofing Co., Inc. Collinsville, IL	5% Bid Bond	No	\$130,667.00
Gates & Johnson Roofing Decatur, IL	NO BID		
Lehman Roofing, Inc. Evansville, IN	5% Bid Bond	No	\$131,969.00
Midwest Roofing & Sheet Metal Evansville, IN	5% Bid Bond	No	\$136,200.00

INVITATION TO BID
ROOF REPLACEMENT
DISTRICT OFFICE
ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY, ILLINOIS

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

Bids will be received for the following work:

DIVISION I - ALL WORK

at 2:00 p.m. on Thursday, February 4, 2010 at the Illinois Eastern Community Colleges District Office, located at 233 East Chestnut Street, Olney, Illinois 62450.

Pre-Bid Meeting: At 1:30 p.m. on Thursday, January 28, 2010 at the Illinois Eastern Community Colleges District Office, located at 233 East Chestnut Street, Olney, Illinois 62450.

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

DESCRIPTION OF WORK

Work includes but is not limited to: Removal of existing EPDM membrane roof system, insulation and flashings down to gypsum deck. Install a modified system with modified coal tar coating with insulations and metal counterflashings, 30 year warranty. Approx. 6,540 S.F.

Plans and Specifications may be obtained by prime bidders only, at the office of Image Architects Inc., 1118 West Main Street, Carbondale, Illinois, by depositing \$75.00 for each set of Plans and Specifications. Initial distribution shall be limited to two (2) sets per contractor.

Material suppliers and subcontractors may purchase selected copies of Plans and Specifications at a cost of \$3.50 per sheet of Drawings and \$0.30 per page of Specifications, plus shipping charges, non-refundable.

Unsuccessful bidders returning Plans and Specifications in good condition within fifteen (15) days after date of bid opening shall be refunded total per set deposit. Non-bidders returning Plans and Specifications as stipulated above shall be refunded fifty percent (50%) of their per set deposit. Those failing to return Plans and Specifications within time stipulated above, or who return damaged or incomplete sets, shall forfeit entire deposit.

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

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

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

NATIONAL CONSTRUCTION NEWS, INC.
Evansville, Indiana

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

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

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

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT NO. 529
OLNEY, ILLINOIS

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

TREASURER'S REPORT January 31, 2010

FUND	BALANCE
Educational	\$4,920,855.88
Operations & Maintenance	\$516,990.96
Operations & Maintenance (Restricted)	\$134,703.43
Bond & Interest	\$266,790.46
Auxiliary	\$790,077.55
Restricted Purposes	\$226,797.20
Working Cash	\$83,643.82
Trust & Agency	\$441,253.81
Audit	(\$16,107.06)
Liability, Protection & Settlement	\$513,670.23
TOTAL ALL FUNDS	\$7,878,676.28

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
January 31, 2010

ALL FUNDS

	Fiscal Year 2010
ASSETS:	
CASH	7,878,676
IMPREST FUND	22,000
CHECK CLEARING	12,500
INVESTMENTS	11,790,000
RECEIVABLES	4,810,211
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	1,500,000
INVENTORY	516,115
OTHER ASSETS	443,842
TOTAL ASSETS AND OTHER DEBITS:	26,973,344
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	-
ACCOUNTS PAYABLE	37,172
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	2,359,148
TOTAL LIABILITIES:	2,396,320
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,809,387
PR YR BDGTD CHANGE TO FUND BALANCE	605,456
 FUND BALANCES:	
FUND BALANCE	14,865,256
RESERVE FOR ENCUMBRANCES	6,296,925
TOTAL EQUITY AND OTHER CREDITS	24,577,024
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 26,973,344

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 As Of January 31, 2010

ALL FUNDS

FY 2010
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	5,276,333
STATE GOVT SOURCES	7,921,610
STUDENT TUITION & FEES	10,462,350
SALES & SERVICE FEES	2,443,511
FACILITIES REVENUE	6,140
INVESTMENT REVENUE	103,029
OTHER REVENUES	13,929
TOTAL REVENUES:	<u>26,226,902</u>

EXPENDITURES:

INSTRUCTION	6,835,469
ACADEMIC SUPPORT	264,489
STUDENT SERVICES	728,116
PUBLIC SERV/CONT ED	38,026
OPER & MAINT PLANT	1,743,009
INSTITUTIONAL SUPPORT	5,122,215
SCH/STUDENT GRNT/WAIVERS	3,628,868
AUXILIARY SERVICES	3,173,366
TOTAL EXPENDITURES:	<u>21,533,558</u>

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	<u>0</u>
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	<u>4,693,344</u>
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Illinois Eastern Community Colleges
Operating Fund - Income Statement
CASH BASIS
July 1 -- January 31, 2010

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	2,255,637	966,703	3,222,340
State Government Sources	6,719,824	1,201,787	7,921,611
Net Tuition and Fees	2,917,449	-	2,917,449
Sales & Service Fees	12,753	-	12,753
Facilities Revenue	-	5,385	5,385
Investment Revenue	60,102	19,168	79,270
Other Revenues	5,566	29	5,595
TOTAL REVENUES:	<u>11,971,331</u>	<u>2,193,072</u>	<u>14,164,403</u>
 EXPENDITURES:			
Salaries	8,425,726	451,017	8,876,743
Employee Benefits	1,004,464	89,667	1,094,131
Contractual Services	160,464	140,135	300,599
Materials	618,243	137,449	755,692
Travel & Staff Development	94,177	2,284	96,461
Fixed Charges	147,580	190,964	338,544
Utilities	71,268	578,678	649,946
Capital Outlay	46,807	87,724	134,531
Other	64,869	35	64,904
TOTAL EXPENDITURES:	<u>10,633,598</u>	<u>1,677,953</u>	<u>12,311,551</u>
 TRANSFERS :			
INTERFUND TRANSFERS	<u>(1,074,142)</u>	<u>-</u>	<u>(1,074,142)</u>
TOTAL TRANSFERS:	<u>(1,074,142)</u>	<u>-</u>	<u>(1,074,142)</u>
 NET INCREASE/DECREASE IN NET ASSETS			
	<u><u>263,591</u></u>	<u><u>515,119</u></u>	<u><u>778,710</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY08-10**

College	Category	FISCAL YEAR 2008			FISCAL YEAR 2009			FISCAL YEAR 2010				
		Annual Budget	Spent Thru January	% of Bdgt	Annual Budget	Spent Thru January	% of Bdgt	Annual Budget	Spent Thru January	% of Bdgt	% of Year	
Frontier	Bills		\$1,387,575			\$1,577,773			\$990,686			
	Payroll		1,099,102			1,088,665			1,153,474			
	Totals	\$3,816,505	2,486,677	65%	\$4,263,669	2,666,438	63%	\$4,306,306	2,144,160	50%	58%	
Lincoln Trail	Bills		910,846			1,348,251			960,096			
	Payroll		1,401,091			1,442,073			1,446,754			
	Totals	3,689,160	2,311,937	63%	4,413,394	2,790,324	63%	\$4,457,528	2,406,850	54%	58%	
Olney Central	Bills		1,170,862			1,659,798			1,315,450			
	Payroll		2,476,391			2,614,866			2,796,439			
	Totals	6,010,935	3,647,253	61%	6,923,845	4,274,664	62%	\$6,993,083	4,111,889	59%	58%	
Wabash Valley	Bills		1,477,971			2,044,975			1,625,652			
	Payroll		1,715,580			1,939,792			1,831,112			
	Totals	4,777,611	3,193,551	67%	5,841,712	3,984,767	68%	\$5,900,129	3,456,764	59%	58%	
Workforce Educ.	Bills		959,543			1,130,851			1,226,971			
	Payroll		596,303			692,969			698,621			
	Totals	2,575,034	1,555,846	60%	2,886,307	1,823,820	63%	\$2,944,033	1,925,592	65%	58%	
District Office	Bills		142,696			158,007			131,756			
	Payroll		518,210			529,931			489,532			
	Totals	1,295,077	660,906	51%	1,322,403	687,938	52%	\$1,217,108	621,288	51%	58%	
District Wide	Bills		1,033,052			952,898			795,047			
	Payroll		483,516			509,665			460,811			
	Totals	6,443,345	1,516,568	24%	6,231,570	1,462,563	23%	6,629,763	1,255,858	19%	58%	
GRAND TOTALS		\$28,607,667	\$15,372,738	54%	\$31,882,900	\$17,690,514	55%	\$32,447,950	\$15,922,401	49%	58%	

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
January 31, 2010

	Amount	% of Total
Salaries	8,876,743	55.75%
Employee Benefits	1,094,132	6.87%
Contractual Services	300,599	1.89%
Materials	755,692	4.75%
Travel & Staff Development	96,461	0.61%
Fixed Charges	338,544	2.13%
Utilities	649,945	4.08%
Capital Outlay	134,530	0.84%
Other	3,675,755	23.09%
	<u>15,922,401</u>	<u>100.00%</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive's Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: February 11, 2010

RE: Personnel Report

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

INDEX

400.1. Faculty Seniority List for 2009-10 Academic Year

400.2. Retirements

PERSONNEL REPORT

400.1. Faculty Seniority List for 2009-10

Accounting

11 yrs. Kristi Urfer (one year seniority for 2009-10 academic year)

Administrative Information Technology

20 yrs. Teresa Tegeler (one year seniority for 2009-10 academic year)
15 yrs. Bea Abernathy (one year seniority for 2009-10 academic year)
* 11 yrs. Kathy Doty (one year seniority for 2009-10 academic year)
* 11 yrs. Cathy Robb (one year seniority for 2009-10 academic year)
8 yrs. John Kendall (one year seniority for 2009-10 academic year)
** 6 yrs. Shasta Bennett
** 6 yrs. Amie Mayhall

Advanced Manufacturing

* 1 yr. Jay Carter (one year seniority for 2009-10 academic year)
* 1 yr. Byford Cook (one year seniority for 2009-10 academic year)
* 1 yr. Gary Wise (one year seniority for 2009-10 academic year)

Agricultural Technology

* 3 yrs. Steve Hnetkovsky (one year seniority for 2009-10 academic year)
* 3 yrs. Doug Robb (one year seniority for 2009-10 academic year)

Art

3 yrs. Lonnie Devin (one year seniority for 2009-10 academic year)
2 yrs. Michael Conn (one year seniority for 2009-10 academic year)

Automotive Service Tech

7 yrs. Rodney Maxey (one year seniority for 2009-10 academic year)
4 yrs. Brian Wick
2 yrs. Tyler Boyles (one year seniority for 2009-10 academic year)

*/** = same seniority

Business (Transfer)

33 yrs. Gaziur Rahman (one year seniority for 2009-10 academic year)
4 yrs. Lonnie Devin
3 yrs. Teresa Tegeler

Chemical Sciences

22 yrs. Gary Adams (one year seniority for 2009-10 academic year)
13 yrs. Don Florida
2 yrs. Nick Wright (one year seniority for 2009-10 academic year)

Coal Mining Technology (non-bargaining unit)

19 yrs. 1mo. Mitchell Wolfe (one year seniority for 2009-10 academic year)
19 yrs. Fred Schwappach (one year seniority for 2009-10 academic year)
12 yrs. Randall Questelle (one year seniority for 2009-10 academic year)
9.5 yrs. Gary Wangler (one year seniority for 2009-10 academic year)
8.5 yrs. Philip Edmondson (one year seniority for 2009-10 academic year)
7 yrs. John Nutter (one year seniority for 2009-10 academic year)
6 yrs. Michael Thomas (one year seniority for 2009-10 academic year)
5.5 yrs. Kim Underwood (one year seniority for 2009-10 academic year)
3.5 yrs. Jim Beers (one year seniority for 2009-10 academic year)
2 yrs. Donald Bennett (one year seniority for 2009-10 academic year)
1 yr. Lonnie Mitchell (one year seniority for 2009-10 academic year)
.5 yr. William Rodgers (*hire date December 10, 2009*)

Collision Repair Technology

9 yrs. Mark Fitch (one year seniority for 2009-10 academic year)

Communications

1 yr. Mary McGlasson (one year seniority for 2009-10 academic year)

Computer Science

15.5 yrs. Dan Tahtinen (one year seniority for 2009-10 academic year)
5 yrs. Wayne Morris (one year seniority for 2009-10 academic year)

Diesel Equipment Technology

33 yrs. Larry Hoeszle (one year seniority for 2009-10 academic year)
8 yrs. Scott Balding (one year seniority for 2009-10 academic year)

*/** = same seniority

Drafting Technology

20 yrs. Lonnie Devin

Drama

3 yrs. Barb Shimer (one year seniority for 2009-10 academic year)

Early Childhood Development

32.5 yrs. Linda Kolb (one year seniority for 2009-10 academic year)

Economics

18 yrs. Kathy Doty

Education

16 yrs. Linda Kolb
9 yrs. Kathy Harris (one year seniority for 2009-10 academic year)

Electrical Distribution Systems

2 yrs. Steve Rafferty (one year seniority for 2009-10 academic year)

Electronics Technology

4 yrs. Jay Carter

English

26 yrs. Brenda Phegley (one year seniority for 2009-10 academic year)
15 yrs. William Tucker (one year seniority for 2009-10 academic year)
9 yrs. Winifred Wolven (one year seniority for 2009-10 academic year)
6 yrs. Kelly Payne (one year seniority for 2009-10 academic year)
1 yr. Jill Stukenberg (one year seniority for 2009-10 academic year)

English As a Second Language

7.5 yrs. Mary Mersinger (one year seniority for 2009-10 academic year)

*/** = same seniority

Gunsmithing

1 yr. Brian Wick (one year seniority for 2009-10 academic year)

Health

24 yrs. Clyde Buck (one year seniority for 2009-10 academic year)
12 yrs. Kathy Harris

Health Programs

1 yr. Pauletta Gullett (one year seniority for 2009-10 academic year)

History

30 yrs. Patricia Owens (one year seniority for 2009-10 academic year)
20 yrs. David Denton (one year seniority for 2009-10 academic year)
6 yrs. Carmen Jones (one year seniority for 2009-10 academic year)

Home Economics

16 yrs. Linda Kolb

Horticulture

3.5 yrs. Paul Stouse (one year seniority for 2009-10 academic year)

Industrial Maintenance Technology

34 yrs. Russ Jausel (one year seniority for 2009-10 academic year)
* 9 yrs. Michael McKern (one year seniority for 2009-10 academic year)
* 9 yrs. Gary Spraggins (one year seniority for 2009-10 academic year)

Industrial Studies

3 yrs. Byford Cook

Information Processing

11 yrs. Wayne Morris

*/** = same seniority

Life Science

30 yrs.	Don Leynaud (one year seniority for 2009-10 academic year)
25 yrs.	James Burnett (one year seniority for 2009-10 academic year)
23 yrs.	Anuradha Roy (one year seniority for 2009-10 academic year)
11 yrs.	Richard Poskin (one year seniority for 2009-10 academic year)
10 yrs.	Christian Mathews (one year seniority for 2009-10 academic year)
* 7 yrs.	Nixie Hnetkovsky (one year seniority for 2009-10 academic year)
* 7 yrs.	Carrie Mallard (one year seniority for 2009-10 academic year)
4 yrs.	Nick Short (one year seniority for 2009-10 academic year)

Machine Shop Technology

11 yrs.	Byford Cook
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Manufacturing Technology

5 yrs.	Gary Wise
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Marketing Business Management

16 yrs.	David Wilderman (one year seniority for 2009-10 academic year)
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Massage Therapy

3 yrs.	Penny Campbell (one year seniority for 2009-10 academic year)
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Mathematics

17 yrs.	C. Allen Brown (one year seniority for 2009-10 academic year)
11 yrs.	Lisa Benson (one year seniority for 2009-10 academic year)
9 yrs.	Laurel Cutright (one year seniority for 2009-10 academic year)
* 3 yrs.	Mary Jane Beckett
* 3 yrs.	Don Florida (one year seniority for 2009-10 academic year)
* 3 yrs.	Kimberly Stevens (one year seniority for 2009-10 academic year)
1 yr.	Mary Monge (one year seniority for 2009-10 academic year)

Medical Office Assistant

* 1 yr.	Shasta Bennett (one year seniority for 2009-10 academic year)
* 1 yr.	Amie Mayhall (one year seniority for 2009-10 academic year)

Microcomputer Support Specialist

2 yrs.	Travis Matthews (one year seniority for 2009-10 academic year)
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*/** = same seniority

Music

19 yrs. Yvonne Newlin (one year seniority for 2009-10 academic year)
6 yrs. Suzanne Downes (one year seniority for 2009-10 academic year)
2 yrs. Ryan Perry (one year seniority for 2009-10 academic year)

Nursing

21 yrs. Carole Fusco (one year seniority for 2009-10 academic year)
20 yrs. Kathleen Nelson (one year seniority for 2009-10 academic year)
17.5 yrs. Kathleen Hudson (one year seniority for 2009-10 academic year)
9.5 yrs. Janet Kinkade (one year seniority for 2009-10 academic year)
8.5 yrs. Tamara Fralicker (half a year seniority for 2009-10 academic year)
8 yrs. Teresa Diekmann (one year seniority for 2009-10 academic year)
7 yrs. Ruby Houldson (one year seniority for 2009-10 academic year)
6.5 yrs. Hollie Kelly (one year seniority for 2009-10 academic year)
6 yrs. Lori Phillips (one year seniority for 2009-10 academic year)
5.5 yrs. Theresa Marcotte (half a year seniority for 2009-10 academic year)
* 5 yrs. Brenda Grove (one year seniority for 2009-10 academic year)
* 5 yrs. Anne Hustad (one year seniority for 2009-10 academic year)
* 5 yrs. Sharen Wolke (one year seniority for 2009-10 academic year)
4.5 yrs. Holly Farley (one year seniority for 2009-10 academic year)
** 4 yrs. Shirley Smithenry (one year seniority for 2009-10 academic year)
** 4 yrs. Angelia Williams (one year seniority for 2009-10 academic year)
3.5 yrs. Cheryl Dill (one year seniority for 2009-10 academic year)
3 yrs. Judith Hudson (one year seniority for 2009-10 academic year)
2 yrs. Mary Doerner (one year seniority for 2009-10 academic year)
*** 1 yr. Anne Hahn (one year seniority for 2009-10 academic year)
*** 1 yr. Vicky Lemons (one year seniority for 2009-10 academic year)
.75 yr. Cathy Ross (*hire date October 19, 2009*)
.5 yr. Tommie (Libby) Opell (*hire date January 11, 2010*)

Physical Education

22 yrs. Kathy Harris
7 yrs. Clyde Buck

Physics

11 yrs. Robert Mason (one year seniority for 2009-10 academic year)
3 yrs. Alan O'Keefe (one year seniority for 2009-10 academic year)

*/** = same seniority

Psychology

10 yrs.	John Day (one year seniority for 2009-10 academic year)
4 yrs.	Andrea Gere (one year seniority for 2009-10 academic year)
* 1 yr.	Jason Hortin (one year seniority for 2009-10 academic year)
* 1 yr.	Phil Thorsen (one year seniority for 2009-10 academic year)

Quality Improvement Specialist

8 yrs. Lonnie Devin

Radio/TV Broadcasting

4 yrs. Kyle Peach (one year seniority for 2009-10 academic year)

Remedial Education

15 yrs. Mary Jane Beckett (one year seniority for 2009-10 academic year)
2 yrs. Travis Matthews

Social Services

8 yrs. Judy Neikirk (one year seniority for 2009-10 academic year)

Spanish

14.5 yrs. Hal Kizer (one year seniority for 2009-10 academic year)

Speech

11 yrs. James Tucker (one year seniority for 2009-10 academic year)
7 yrs. Jill Winter (one year seniority for 2009-10 academic year)

Telecommunications Technology

21 yrs. David Goodson (one year seniority for 2009-10 academic year)
12 yrs. Tom Baird (one year seniority for 2009-10 academic year)
10.5 yrs. George Kocher (half a year seniority for 2009-10 academic year)
6 yrs. Travis Matthews
2 yrs. Chris Teague (one year seniority for 2009-10 academic year)

*/** = same seniority

400.2. Retirement

A. Classified

1. Darla Brooke, Library Assistant, WVC, effective May 1, 2010
2. Christine Raley, Administrative Assistant, DO, effective April 1, 2010

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Acquisition and Disposition of Property

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

TENTATIVE
Protection, Health, Safety and ADA
Projects Schedule
Phase 9 Carryover 2 Projects

	Estimated Budget										
District Office Roof Replacement	\$167,100	██████████									
District Wide Plumbing & Electrical Upgrades	\$367,300	██████████									
GRAND TOTAL	\$534,400		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted

1/31/2010

