

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

September 20, 2005



Location:

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

**Dinner – 6:00 p.m. – Mason Classroom 23
Meeting – 7:00 p.m. – University of Illinois Extension Building**

**Illinois Eastern Community Colleges
Board Agenda**

September 20, 2005

7:00 p.m.

Frontier Community College

1. Call to Order & Roll Call.....Chairman Lane
2. Disposition of Minutes.....CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECCEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - Constitution Day Activities - Cantwell
 - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. None
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. John A. Logan Joint Agreement Cantwell
 - B. Southwestern College Joint Agreement Cantwell
 - C. FY2005 Audit..... Bruce
 - D. FY2006 Budget Browning
 - E. Appointment of Audit Committee Alternate Member Bruce
 - F. Appointment of IECC District Treasurer Bruce
 - G. Phlebotomy and Massage Therapy Program Lease Bruce
 - H. Response to Higher Learning Commission Team Report..... Bruce
 - I. Affiliation Agreement with Good Samaritan Regional Health Center Bruce
 - J. HIPAA Agreement with Hope Center..... Bruce
 - K. Special Board Meeting Bruce
9. Bid Committee Report.....Browning

10. District Finance
 - A. Financial ReportBrowning
 - B. Approval of Financial ObligationsBrowning
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 Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, August 16, 2005.

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

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

Mrs. Brenda K. Culver, Dr. George Andrew Fischer, Mr. Walter L. Koertge, Mr. James W. Lane, Jr., Dr. Larry Rost, Mr. Kevin C. Williams, Miss Marilyn J. Wolfe. Also present was Miss Laura Tiusaba Guzman, 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:

Mr. Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.
Dr. Harry Benson, President of Wabash Valley College.
Dr. Jack Davis, President of Olney Central College.
Dr. Michael Dreith, President of Frontier Community College.
Dr. Carl Heilman, President of Lincoln Trail College.
Mr. Roger Browning, Chief Finance Officer.
Ms. Christine Cantwell, Associate Dean of Academic & Student Support Services.
Mr. Alex Cline, Director of Information & Communications Technology.
Ms. Pamela Schwartz, Associate Dean of Institutional Development.
Mr. 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
IECCEA – Illinois Eastern Community Colleges Education Association
LCC – Lawrence Correctional Center
LTC – Lincoln Trail College
OCC – Olney Central College
PHS – Protection, Health & Safety
RCC – Robinson Correctional Center
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes of the regular meeting, Tuesday, July 19, 2005, were presented for disposition.

Board Action: Mr. Williams made a motion to approve minutes of the foregoing meeting as prepared. Dr. Fischer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

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

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

#3-B. IECCEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

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

#5-C. Report from Cabinet: None.

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

#6-A. Appropriate Use of Information Technology Resources (200.2): In June of 1996, the Board of Trustees adopted policy concerning the responsible use of information technology. There have been some minor revisions to this policy, but it has remained basically unchanged since that date. Alex Cline, Director of Information Technology, has been working with IECC attorneys to draft a more current Appropriate Use of Information Technology Resources policy. The proposed new policy clarifies existing policy and clarifies the use of district liability for credit card use, use of trademark, copyright, or intellectual property, redefines inappropriate and illegal use of district equipment, restricts lab use by age, limits the saving of work, prohibits the installation of non-approved software, restricts the use of network bandwidth, disallows connection to the internal district network, advises users that the district does not enforce any security or encryption devices and is not responsible for damage to computers or software during Internet use, expands the disapproval of commercial use of the district’s network, and changes the user agreement to clarify that users have no expectation of privacy or confidentiality while using the system.

Recommendation: An amended copy of the foregoing revised policy was presented and without objection the Chair directed that the amended copy be accepted and made a part of the records of this meeting. The CEO recommended that second reading be waived and the foregoing revised policy be adopted.

Board Action: Mrs. Culver made a motion to waive second reading and adopt the revised policy on Appropriate Use of Information Technology Resources (200.2) as recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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.

#6-B. Revolving Fund and Utility Fund (300.15): The Board has authorized the creation of a revolving fund in the amount of \$225,000.00. This account is used to pay a series of bills in advance of the Board meeting, so that discounts can be received or penalties can be avoided. In recent years the bookstores have made significant purchases at the beginning of the fall and spring semesters and the rising cost of textbooks has made the existing \$225,000.00 limit inadequate. It is proposed that language be added to exclude bookstore purchases made during the beginning of the fall and spring semesters and that such purchases be made outside the existing \$225,000.00 limit. In addition, with the rising cost of utilities, it is now necessary to create a separate utility fund in addition to the revolving fund, in the amount of \$100,000.00, so that utility bills can be promptly paid without penalty. Payments made from the revolving fund will be noted with an “R” in the monthly vendor report indicating a revolving fund payment and utility payments will be reflected on the monthly vendor report with a “U” indicating a utility fund payment.

Recommendation: An amended copy of the foregoing revised policy was presented and without objection the Chair directed that the amended copy be accepted and made a part of the records of this meeting. The CEO recommended that second reading be waived and the foregoing revised policy be adopted.

Board Action: Dr. Rost made a motion to waive second reading and adopt the revised Revolving Fund and Utility Fund policy as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

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

#8-A. EIU Dual Admission Pilot Revised: Ms. Cantwell reviewed a revision to the Dual Admission Agreement with Eastern Illinois University. EIU and IECC recently established a Dual Admission Program (DAP). The Dual Admission Transfer Agreement for this pilot program was approved by the Board on December 14, 2004. In July, EIU asked to revise the Dual Admission Agreement in which changes would make it easier and more beneficial for IECC students to participate in the DAP. The revised agreement provides dual admission to students who meet IECC’s admission and the DAP requirements. Students who fulfill the requirements of the DAP Agreement are guaranteed acceptance to EIU with full junior status. The CEO recommended approval.

Board Action: Mr. Williams made a motion to approve the revised Dual Admission Program Agreement with Eastern Illinois University as outlined and recommended. Miss Tiusaba seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. Phase VIII PHS Project Applications and Resolutions: The following recommendation was presented for Board of Trustees action:

(1) Approval of Projects: Under the Protection, Health, Safety bonding authority afforded the Board of Trustees, the Board has approximately \$3.6 million in bond issuance authority. The Chief Finance Officer, the Presidents, and the District's Architect have prepared a list of projects that could be completed within this bond authority. Following is a list of those projects:

1. Repair Stairways & Elevators – OCC – \$121,460.
2. Combustible Wall Panel Replacement – LTC North Campus – \$178,291.
3. Bleacher Replacement – WVC – \$179,850.
4. Floor Tile Replacement – OCC Gym/Theater Lobby & Rest Rooms – \$38,400.
5. Greenhouse Glass Replacement – OCC Wattleworth Hall – \$51,400.
6. ADA Natatorium Renovations – WVC – \$245,000.
7. Tuckpoint Exterior Walls – LTC Crisp Building – \$37,200.
8. ADA Compliance Work – OCC, FCC – \$287,400.
9. Roof Replacements/Repair – LTC, OCC, WVC – \$1,013,755.
10. Asbestos Surveys & Abatement – District-Wide – \$529,507.
11. Upgrade Plumbing – District-Wide – \$67,200.
12. HVAC Supplement & Upgrade – OCC, WVC – \$593,505.
13. Lighting & Fire Alarm Upgrade – FCC, OCC, WVC – \$154,600.

The projects will be submitted to the Illinois Community College Board to see if they meet the Protection, Health, Safety bond criteria established by statute. If the projects are approved by ICCB, the Board could then issue the bonds, bid and complete the construction of these projects.

The CEO recommended approval of the Capital Project Application Forms (each application includes a Capital Project Application Form, Programmatic Justification, Scope of Work, Project Budget, Funding Source, Architect's Certification, and resolution), as presented.

Board Action: Miss Wolfe made a motion to approve the Capital Project Application Form and related documents for each of the foregoing Phase VIII PHS Construction Projects as recommended. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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.

(2) Adoption of Resolutions Approving Phase VIII PHS Projects: The CEO recommended adoption of the following resolution for each of the Protection, Health, Safety construction projects as listed:

Resolution to Approve PHS Construction Projects

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

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

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

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

WHEREAS, the projects recommended for repair and alterations are:

1. Repair Stairways & Elevators – OCC – \$121,460.
2. Combustible Wall Panel Replacement – LTC North Campus – \$178,291.
3. Bleacher Replacement – WVC – \$179,850.
4. Floor Tile Replacement – OCC Gym/Theater Lobby & Rest Rooms – \$38,400.
5. Greenhouse Glass Replacement – OCC Wattleworth Hall – \$51,400.
6. ADA Natatorium Renovations – WVC – \$245,000.
7. Tuckpoint Exterior Walls – LTC Crisp Building – \$37,200.
8. ADA Compliance Work – OCC, FCC – \$287,400.
9. Roof Replacements/Repair – LTC, OCC, WVC – \$1,013,755.
10. Asbestos Surveys & Abatement – District-Wide – \$529,507.
11. Upgrade Plumbing – District-Wide – \$67,200.
12. HVAC Supplement & Upgrade – OCC, WVC – \$593,505.
13. Lighting & Fire Alarm Upgrade – FCC, OCC, WVC – \$154,600.

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

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

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary to remove accessibility barriers to the students, employees, or visitors of IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the 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: Dr. Rost made a motion to adopt the foregoing resolution to approve each of IECC's Phase VIII PHS Construction Projects as recommended. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. Additional Auditing Services: The auditing firm of Clifton Gunderson has asked authorization to provide additional auditing services to include an audit of the balance sheet for IECC's Cooperative Work Study Program Grant for the period ending June 30, 2005. Clifton Gunderson proposes to charge a fee of \$1,000.00. The CEO recommended approval of this contract for additional auditing services.

Board Action: Miss Wolfe made a motion to approve the foregoing contract with Clifton Gunderson for additional auditing services as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. Extension of Flora-Clay County Enterprise Zone: The Flora City Council, the Clay County Board, and the Clay City Village Board conducted a public hearing on July 5, at which time they proposed that the original termination date of the Flora-Clay County Enterprise Zone be extended by an additional ten years to July 1, 2017. The CEO recommended that the Board of Trustees approve extension of the Enterprise Zone as requested.

Board Action: Mrs. Culver made a motion to approve extension of the Flora-Clay County Enterprise Zone by an additional ten years as recommended. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Miss Wolfe. Mr. Williams abstained. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes and 1 abstention, the Chair declared the motion carried.

#8-E. Phlebotomy Program Fees: With the creation of the new Phlebotomy Program at OCC, the Board is required to establish certain fees involved with the program. The following fees were proposed:

1. \$10 per lab hour for PHB 1220 (2 Lab Hrs), PHB 1222 (2 Lab Hrs), and PHB 1224 (4 Lab Hrs).
2. \$5 handbook fee (one time).
3. \$12 per academic year program liability insurance fee.

The CEO recommended approval of the foregoing fees for the OCC Phlebotomy Program.

Board Action: Mr. Williams made a motion to approve the foregoing fees for the Phlebotomy Program as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. Federal Surplus Property Resolution: Periodically the State of Illinois asks the Board of Trustees to reconfirm its interest in being able to purchase surplus property from the State of Illinois. The colleges have utilized this program and wish to continue to participate. Although the surplus property program was used a great deal more in earlier years of the colleges' history, the program is currently utilized on occasion. The CEO recommended approval of the following Resolution for Participation in the State of Illinois Federal Surplus Property Program.

WHEREAS, Illinois Eastern Community Colleges District 529, consisting of the colleges of Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property, and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5.25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, Illinois Eastern Community Colleges District 529 agrees to the following terms and conditions; to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, Illinois Eastern Community Colleges District 529 understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

THEREFORE, WE, THE ELECTED BOARD OF TRUSTEES of Illinois Eastern Community Colleges District 529, do hereby consent and decree that Illinois Eastern Community Colleges District 529 is authorized to participate in the State of Illinois Federal Surplus Property Program.

Board Action: Mrs. Culver made a motion to adopt the foregoing Resolution for Participation in the State of Illinois Federal Surplus Property Program as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. International Transportation Fees: International students pay \$75.00 per semester as a transportation fee. The district operates a van with a driver at each of the campuses that enroll International students. Because of increased cost of van operation, it is necessary raise the transportation fee. The CEO recommended that approval be given to raise the International transportation fee to \$100.00 per semester.

Board Action: Mrs. Culver made a motion to approve the increase in the International transportation fee as recommended. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. Tentative FY2006 Budget: Mr. Browning reviewed the tentative budget for IECC for fiscal year 2006. The tentative budget projects operating revenues of \$25,218,132 for the Education and the Operations and Maintenance funds. The tentative budget represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2006. A public hearing on the tentative budget will be held on September 20, 2005, and subsequently a final budget will be presented to the Board of Trustees for adoption.

The CEO recommended that the tentative budget for fiscal year 2006 be accepted as presented.

Board Action: Mr. Koertge made a motion to accept the tentative budget for fiscal year 2006 as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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. Chargeback Certification: Mr. Browning reviewed the Illinois Community College Board Certification of Chargeback form for fiscal year 2006. The out-of-district cost per semester hour is \$184.63. Chargeback reimbursement per semester credit hour is \$95.78. Cost per semester credit hour for out-of-state and international students is \$228.55. The CEO recommended approval of the Certification of Chargeback document as presented.

Board Action: Miss Wolfe made a motion to adopt the ICCB Certification of Chargeback document for FY2006 as presented and recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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” –

#9-A. Olney Central College – Outdoor Entrance Sign: Mr. Browning presented the following recommendation of the Bid Committee to accept the bid of Nevco Scoreboard Company, Greenville, IL, for an outdoor entrance sign for Olney Central College, for a total of \$26,199.30. Source of Funds: Education Fund and OCC Foundation.

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

Board Action: Dr. Fischer made a motion to accept the foregoing recommendation of the Bid Committee to accept the bid of Nevco Scoreboard Company for an outdoor entrance sign for OCC as outlined. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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 \$3,908,956.72, as of July 31, 2005.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for August 2005, totaling \$942,752.88, were presented for approval.

Board Approval for Payment of Financial Obligations: Miss Wolfe made a motion to approve payment of district financial obligations for August 2005, in the amounts listed, and payments from the revolving fund for July 2005. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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” – Mr. Bruce presented informational reports relative to the following topics:

1. DCEO Small Business Development Center Grant.
2. Community Colleges versus Other Investments.
3. Constitution Day – September 16.
4. Audit Committee – September 1, 11:00 a.m.
5. Special Board Meeting – Bond Issuance – October 3, 8:00 a.m.
6. Local Workforce Investment Board Meeting – Lakeland College.
7. President’s Council – Planning Meeting and State Funding.
8. Enrollment Report – District Up 1%.

AGENDA #12 – “Executive Session” – The CEO recommended that an executive session be held, under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, [including hearing testimony on a complaint lodged against an employee to determine its validity]; and, under Section 2(c)(2) of the Open Meetings Act to consider collective negotiating matters; and, under Section 2(c)(5) of the Open Meetings Act to consider purchase or lease of real property for the use of the school district; and, under Section 2(c)(11) of the Open Meetings Act to consider pending litigation against, affecting or on behalf of

the District or litigation which is probable or imminent; and, under Section 2(c)(21) of the Open Meetings Act to consider and approve minutes of meetings lawfully closed under the Act.

#12-A. Executive Session: Miss Wolfe made a motion to hold an executive session to consider the matters outlined by the CEO. Miss Tiusaba seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and a closed meeting was held beginning at 7:53 p.m.

#12-B. Executive Session Ended: Dr. Rost made a motion to reconvene in open session. Mrs. Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion is adopted. A quorum being present, the Board of Trustees reconvened in open, public session for the transaction of business at 8:20 p.m.

(Note: Separate minutes have been prepared for the foregoing executive session.)

AGENDA #13 – "Approval of Executive Session Minutes" – The following actions were taken relative to executive session minutes.

#13-A. Written Executive Session Minutes: The CEO recommended that written minutes of an executive session held during the regular meeting Tuesday, July 19, 2005 be approved and remain closed at this time.

Board Action: Miss Wolfe made a motion to approve, as prepared, minutes of an executive session held July 19, 2005, but that executive session minutes of that date will remain closed and not be opened to public inspection at this time. Mr. Koertge seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared the "Ayes" have it and the motion is adopted.

#13-B. Approval of Audio Recording of Executive Session: The CEO recommended that the audio recording of an executive session of Tuesday, July 19, 2005 be approved and that the Board Secretary make provisions for its safe keeping, that it be made available only upon the proper order of a court and a finding by a judge that such audio recording should be released. This audio recording shall be destroyed 18 months after the date of the meeting if the Board has adopted written minutes of the executive session in question.

Board Action: Miss Wolfe made a motion to approve the audio recording of an executive sessions of July 19, 2005 as recommended. Mr. Koertge seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared the "Ayes" have it and the motion is adopted.

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

400.1. Change in Status

- A. Classified

1. Karissa Anderson, Office Assistant, WVC, to Library Assistant, WVC, July 18, 2005.

400.2. FY05-06 Staff Salary Increases

1. Full-time employees working before April 1, 2005, are eligible for a wage increase. Employees with hire dates of April 1, 2005, to June 30, 2005, will be eligible for an increase at the six-month anniversary date.
2. Increases will be based on an overall percent with a higher percentage to lower paid employees as follows:
 - 5.00% for employees with base wages below \$40,000 (5.00%).
 - 3.00% for employees with base wages of \$40,000 and above (3.00%).

400.3. FY05-06 Educational Level Changes

- A. Faculty – Roger Chapman, from M+48 to Ph.D., \$1,000.

400.4. Special Assignment

A. Lincoln Trail College

Academic 2005-06

1. David Johnston, Lead Inst, Microcomputer Support Spec, \$450.

400.5. Retirement

- A. Professional/Non-Faculty
 1. Larry Houston, Director of Admissions/Career Advisement, FCC, effective October 31, 2005.
- B. Classified
 1. Carolyn DiBeasi, Office Assistant, LTC, effective August 5, 2005.

Personnel Report Addendum

400.6. Employment of Personnel

- A. Classified
 1. Gary Webb, Custodian, WVC, effective August 18, 2005.

#14-A. Board Action to Amend Personnel Report: Mrs. Culver made a motion to amend the Personnel Report, to add an addendum containing Section 400.6, as recommended. Dr. Fischer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion is adopted.

#14-B. Board Action to Approve Personnel Report: Dr. Fischer made a motion to approve the foregoing amended Personnel Report as recommended. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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” – Mr. Koertge made a motion to adjourn. Miss Tiusaba 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 adjourned at 8:25 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order & Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**

**Constitution Day Activities - Cantwell
Coal Mining Technology/Telecom**

Agenda Item #6

Policy First Reading (and Possible Approval)

None

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

John A. Logan Joint Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Joint Agreement with John A. Logan College

Attached is the joint agreement between Illinois Eastern Community Colleges and John A. Logan College in Carterville, Illinois. There are no changes or updates to this agreement from last year.

I request Board approval of the joint agreement with John A. Logan College.

TLB/rs

Attachment

**A JOINT AGREEMENT FOR EDUCATION COOPERATION
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
AND
JOHN A. LOGAN COLLEGE, DISTRICT #530**

This agreement is made this _____ day of _____, 2005 and entered into between **Illinois Eastern Community Colleges, District #529**, and **John A. Logan College, District #530**, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

PURPOSE

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

1. INSTITUTIONAL IDENTIFICATION

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

2. EDUCATIONAL PROGRAMS

Illinois Eastern Community Colleges, District #529 agrees to accept students from **John A. Logan College, District #530**, in the following programs:

Agricultural Technology/Production	AAS Degree
Diesel Equipment Technology	AAS Degree
Radio-TV Broadcasting	AAS Degree
Radiography	AAS Degree
Telecommunications Technology	AS Degree/Certificate

All mutually approved interactive courses in the distance learning program and all Department of Corrections and Fire Science training courses.

John A. Logan College, District #530, agrees to accept students from **Illinois Eastern Community Colleges, District #529** in the following programs:

Cardiac Medical Sonography	Certificate
Construction Management Technology	AAS
Dental Assisting	Certificate
Dental Hygiene	AAS
Graphics Design	AAS
Interpreter Preparation	AGS/Certificate

All mutually approved interactive courses in the distance learning program and all Department of Corrections and Fire Science training courses.

3. **STUDENT ENROLLMENT AND RESPONSIBILITY**

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

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

4. **RECEIVING DISTRICT'S RESPONSIBILITIES**

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

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

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

5. **FINANCE**

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

6. **PUBLICITY AND CATALOG**

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

7. **AMENDMENTS TO AGREEMENT**

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

8. **TERMINATION**

This agreement shall be terminated at any time by either **Illinois Eastern Community Colleges, District #529**, or **John A. Logan College, District #530**. In the event of such termination, students who have entered the educational programs covered under this agreement shall be allowed to complete said program.

The following commit the aforementioned agencies to this joint agreement:

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

Chief Executive Officer Date

Chairman, Board of Trustees Date

Secretary, Board of Trustees Date

JOHN A. LOGAN COLLEGE, DISTRICT #530

President Date

Chairman, Board of Trustees Date

Secretary, Board of Trustees Date

Agenda Item #8B

Southwestern College Joint Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Joint Agreement with Southwestern Illinois College

Attached is the joint agreement between Illinois Eastern Community Colleges and Southwestern Illinois College in Belleville, Illinois. There are no changes or updates to this agreement from last year.

I request Board approval of the joint agreement with Southwestern Illinois College.

TLB/rs

Attachment

A JOINT AGREEMENT FOR EDUCATION COOPERATION
between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
and
SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522

This agreement is made this _____ day of _____, 2005 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

PURPOSE

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

I. INSTITUTIONAL IDENTIFICATION

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

II. EDUCATIONAL PROGRAMS

SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Aviation Maintenance Technology	AAS Degree
Aviation Pilot Training	AAS Degree/Certificates
Chemical Technology	Certificate
Construction Management Technology	AAS Degree
Fire Science	AAS Degree/Certificates
Health Information Technology	AAS Degree
Horticulture	AAS Degree/Certificates
Industrial Metalworking	AAS Degree/Certificate
Industrial Pipefitting	AAS Degree/Certificate
Medical Laboratory Technology	AAS Degree
Paralegal Studies	AAS Degree
Paramedic	AAS Degree

Physical Therapist Assistant	AAS Degree
Process Operations Technology	Certificate
Respiratory Care	AAS Degree
Sign Language/Basic Communication	Certificate
Sign Language/Interpreter	AAS Degree
Ward Clerk	Certificate of Completion

ILLINOIS EASTERN COMMUNITY COLLEGES, District #529, agree to accept students from SOUTHWESTERN ILLINOIS COLLEGE, District 522, in the following programs:

Professional Ag Applicator	Certificate
Agricultural Technology/Business	AAS Degree
Agricultural Technology/Production	AAS Degree
Diesel Equipment Technology	AAS Degree
Manufacturing Technologies	AAS Degree
Radio/TV Broadcasting	AAS Degree
Telecommunications Technology	AAS Degree
Telecom Outside Plant/Interconnect	Certificate

III. STUDENT ENROLLMENT AND RESPONSIBILITY

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

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

IV. RECEIVING DISTRICT'S RESPONSIBILITIES

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

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

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

V. FINANCE

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

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

VI. PUBLICITY AND CATALOG

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

VII. AMENDMENTS TO AGREEMENT

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

VIII. TERMINATION

This agreement shall be terminated at any time by either ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, or SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522. In the event of such termination, students who have entered the educational programs covered under this agreement shall be allowed to complete said program.

Agenda Item #8C

FY2005 Audit

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: FY2005 Audit

Statute requires that the Board of Trustees review and accept the annual audit and that it be forwarded for filing to the Illinois Community College Board. Under normal circumstances, the Board would take action on the audit at the September Board meeting. The District was informed on September 16, 2005, that the audit would not be completed in time for the Board to take action at the September meeting.

The audit must be filed at the Illinois Community College Board on or before October 15th. For the Board to take timely action on the audit, a special Board meeting will have to be called. Fortunately, the Board of Trustees has already announced that it will meet on October 3, 2005 in a Special Board Meeting dealing with the issuance of Protection Health Safety bonds, and other matters designated by the Board.

I would recommend that the Board move to take action on the audit at this Special Board Meeting.

TLB/rs

Agenda Item #8D

FY2006 Budget

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: September 20, 2005
RE: FY2006 Budget

I am pleased to present the FY2006 Budget for Illinois Eastern Community College District No. 529 to the Board of Trustees for approval. A formal copy of the budget has been mailed to each Board member under separate cover.

There being no material changes from the tentative budget, and having complied with the notice and Budget Hearing requirements, I recommend that the Board approve the FY2006 Budget for Illinois Eastern Community Colleges.

RB/cr

Agenda Item #8E

Appointment of Audit Committee Alternate Member

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Appointment of Audit Committee Alternate

The Board of Trustees has historically appointed an audit committee comprised of two members. The current members are Marilyn Wolfe and Kevin Williams. From time to time, audit committee members have conflicts that are unavoidable and an alternate audit committee member is required.

Although no more than two members of the audit committee could meet at any one time and still be in compliance of the Illinois Open Meetings Act, it would be prudent policy for the Board to appoint an alternate to the audit committee.

I would suggest that the Board appoint Walter Koertge as an alternate audit committee member only in the unavoidable absence of one of the members and that his appointment become effective September 1, 2005.

TLB/rs

Agenda Item #8F

Appointment of IECC District Treasurer

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Appointment of Illinois Eastern Community College Dist. #529 Treasurer

Marilyn Grove, long-time Treasurer for the District, has announced her retirement effective November 30, 2005. Mrs. Grove was initially appointed to the office of Treasurer in 1979 . In all regards, Mrs. Grove has conducted her office professionally and efficiently through the many years of service to the District.

Under the Illinois Community College Act ILCS 805/3-18, the Board must appoint a Treasurer to serve at the pleasure of the Board. The Treasurer may not be a member of the IECC board.

I would recommend that the Board appoint Roger Browning, the current Chief Finance Officer, to be the new Treasurer.

In a survey of community colleges in the State of Illinois, with 31 of 39 community college districts responding, it was found that all but 5 of the community colleges in the State of Illinois have combined the offices of Chief Finance Officer and Treasurer. I believe that IECC should combine these two offices.

I hereby ask the Board appoint Roger Browning Treasurer of IECC District #529 effective December 1, 2005.

TLB/rs

Attachment

**RESOLUTION APPOINTING
ROGER BROWNING
IECC TREASURER**

The Board of Trustees of Illinois Eastern Community College District #529 hereby states that:

WHEREAS the Board is mandated to appoint a Treasurer to serve at the pleasure of the Board; and,

WHEREAS the Treasurer may not be a member of the Board; and,

WHEREAS the Board shall fix the compensation of Treasurer; and,

WHEREAS before entering on his duties, the Treasurer shall execute a surety bond with a surety company authorized to do business in this state, as sureties, payable to the Board and conditioned upon the faithful discharge of his duties; and,

WHEREAS the penalties of the bond shall be 25% of the amount of all bonds, notes, mortgages, monies, and effects of which the Treasurer is to have custody; and,

WHEREAS the penalty of the bond of the Treasurer shall be increased or decreased from time to time, as the increase or decrease of the amount of notes, bonds, mortgages, monies, and effects may require; and whenever in the judgment of the Illinois Community College Board, the penalty of the bond needs to be increased or decreased; and,

WHEREAS the bond must be approved by at least a majority of the Board and filed with the Illinois Community College Board; and,

WHEREAS a copy of the bond must be filed with the County Clerk of the counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White; and,

WHEREAS the condition of this bond is such that if the Treasurer faithfully discharges the duties of his or her office, according to law, and delivers to his or her successor in office, after that successor has been qualified by giving a surety bond as provided by law, all monies, books, papers, securities and property, which shall come into the Treasurer's possession or control as Treasurer, from the date of his or her bond to the time that his or her successor has qualified as Treasurer, by giving such bond as is required by law, then this obligation shall be void; otherwise it remains in full force and effect; and,

WHEREAS the Board is required to designate that the Treasurer shall receive the taxes of the District and the Board shall notify the collectors of taxes in the following counties of this action; Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne, and White; and,

THEREFORE understanding these obligations and duties, the Board hereby appoints Roger Browning as Treasurer of Illinois Eastern Community College District #529 effective December 1, 2005. Mr. Browning is not a member of the Board of Trustees, shall serve at the pleasure of the Board, and at a compensation to be determined by the Board. Before assuming the office of Treasurer, Mr. Browning shall comply with all bond requirements set forth above. Mr. Browning, as Treasurer, shall collect all taxes of the District.

ADOPTED THIS 20th Day of September, 2005.

I, James Lane, Chairman of the Board of Trustees, state that a majority of the members of the Board of Trustees voted in the affirmative on approval of the surety bond and the selection of Roger Browning as Treasurer for Illinois Eastern Community College District #529, effective December 1, 2005.

ATTEST: _____
James Lane, Chairman
Board of Trustees
Illinois Eastern Community Colleges

I, Harry Hillis, Secretary to the Board of Trustees, state that a majority of the members of the Board of Trustees voted in the affirmative on approval of the surety bond and the selection of Roger Browning as Treasurer for Illinois Eastern Community College District #529, effective December 1, 2005.

ATTEST: _____
Harry Hillis, Secretary
Board of Trustees
Illinois Eastern Community Colleges

Agenda Item #8G

Phlebotomy and Massage Therapy Program Lease

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Phlebotomy and Massage Therapy Lease

Space has become available at 108 East Main Street in Olney that would be suitable for usage by the new Phlebotomy and Massage Therapy Programs at Olney Central College. Current enrollment in both programs is high enough to merit the leasing of this additional space.

This space would accommodate the current and future needs of the programs. It is proposed that we rent the space for \$1,200.00 per month effective September 1, 2005 to August 31, 2007. In 2007 the rent would go to \$1,500.00 per month for the last year of the lease.

I would ask the Board approve the leasing of this new facility. A copy of the lease will be available for review at the Board meeting.

TLB/rs

Agenda Item #8H

Response to Higher Learning Commission Team Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Response to Higher Learning Commission Team Report

On September 6, IECC received the final draft report on the continued accreditation of the District.

As reported at the exit meeting, the visitation team has recommended a ten year continued accreditation of the IECC District to 2015.

The visitation team has also recommended that a report be filed in 2008 dealing with the District's progress in the assessment of student learning.

The Higher Learning Commission requires that the Board submit a formal response to the report. I recommend that the Board accept the report as filed and agree to a ten year continued accreditation, and to the filing of a report in 2008 on the assessment of student learning.

Following the response by the Board, the report will be forwarded to a Readers Panel, which will review the report and the Board's response. If the panel agrees with both the report and the response, the panel will recommend acceptance of the report by the Board of Higher Learning Commission.

The Board of Higher Learning Commission could take action before the end of the year. Given the upbeat nature of the visitation team's report, the Board's acceptance of the report, and the Readers Panel likely approval of it, it is presumed that the Higher Learning Commission will take positive action on the report.

I ask the Board's approval of the response which follows.

TLB/rs

Attachment

September 20, 2005

Karen J. Solomon
Associate Director
Higher Learning Commission
30 North LaSalle Street, Suite 2400
Chicago, IL 60602-2504

Dear Ms. Solomon,

Illinois Eastern Community Colleges has received the Higher Learning Commission Final Team Report on the District's continuing accreditation visit that was conducted on April 18-20, 2005.

The HLC Team Report, written by Dr. David Devier, Team Chairperson has been reviewed. The team's recommendation for ten years accreditation, with a report on assessment of student learning due October 1, 2008, is accepted by Illinois Eastern Community Colleges.

IECC requests that the HLC Team Report be reviewed by a Readers Panel.

Illinois Eastern Community Colleges is proud of its Self-Study and the immense effort that was put forth by its faculty and staff in working with new criteria established by the Higher Learning Commission. IECC is committed to student learning and effective teaching and will continue to enhance and strengthen its assessment of student learning as outlined in the report.

The materials for the Readers Panel are assembled and ready to be mailed as soon as the individuals are selected. The District looks forward to the final process of receiving its continued ten years accreditation and sharing this accomplishment with the District's constituencies.

Sincerely,

Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

Agenda Item #8I

Affiliation Agreement with Good Samaritan Regional Health Center

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Affiliation Agreement with Good Samaritan Regional Health Center

Illinois Eastern Community Colleges currently has a clinical education affiliation agreement with Good Samaritan Regional Health Center, located in Mt. Vernon, Illinois.

The changes in the affiliation agreement are reasonable and have been approved by Dr. Jackie Davis, President, Olney Central College and Donna Henry, Associate Dean of Nursing and Allied Health.

I ask the Board's support of a renewal of the affiliation agreement effective September 12, 2005.

TLB/rs

Attachment

AGREEMENT BETWEEN

GOOD SAMARITAN REGIONAL HEALTH CENTER

AND

**ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM
FRONTIER COMMUNITY COLLEGE SITE**

This agreement, made this 12th day of September, 2005, by and between Good Samaritan Regional Health Center, a Missouri corporation, hereinafter referred to as the “Facility” and Illinois Eastern Community Colleges, Olney Central College Associate Degree Nursing Program, Frontier Community College Site, hereinafter referred to as the “College”.

WITNESSETH:

WHEREAS, the College desires to utilize the Facility for the purpose of providing and educational program for practical learning and clinical experiences for students as part of their professional preparation; and

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of health professionals and is willing to make the premises available to such purposes.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the College and the Facility, the parties hereby understand and agree as follows:

I. Responsibilities of the College

1. The College represents and agrees that it is and shall remain during the term of this agreement, fully accredited by the North Central Association of Schools and Colleges.
2. The College will have total responsibility for planning and determining the adequacy of the educational experience of the students participating in the education program as to theoretical training, basic skills, professional ethic, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisites of the college’s educational program.
3. The College will designate a member of its faculty to coordinate the educational program with a designated member of the Facility’s staff. This assignment shall include on-site visits when practical and continuing exchange of information on progress of the educational program.
4. The College will provide the Facility with the names, health status reports and other pertinent information about each student to be assigned to the educational program before the beginning of the student’s assignment at the Facility.

5. The College will have the right to withdraw a student from the educational program upon providing written notice to the Facility of such withdrawal.
6. The College will ensure that students shall perform services in connection with the educational program only under the supervision of a health care professional who is registered or licensed in Nursing.
7. The College will direct its personnel and students to maintain as confidential all patient records and other data to which they may have access, and shall not disclose to or copy the same for any person without the express written permission of the Facility. The College shall direct its personnel to return to the Facility all Facility records and other Facility property in their possession promptly at the termination of their duties hereunder.

II. Responsibilities of the Facility

1. The Facility will designate a member of its staff to be the coordinator of this program and function as a preceptor with whom the College's program coordinator is to communicate for the conduct of the education program, which may include the development of objectives, methods of instruction and other details of the educational experience provided at the Facility.
2. The Facility will make appropriate facilities available in order to provide a supervised clinical experience to students in the program. Such facilities shall include an environment which is conducive to the learning process of the students and which conforms to the Facility's customary policies and procedures.
3. The Facility will provide students in the educational program with the opportunity to participate in providing patient services rendered at the Facility, provided that such students shall not be solely responsible for the care delivered to any patient. Students participating in the education program shall work, perform assignments and participate in programs at the Facility at the discretion of their supervisors as designated by the Facility. However, students participating in the educational program are trainees, not employees, and are not to replace Facility staff. It is understood that the Facility and the licensed, certified or registered health care professionals providing services on behalf of the Facility shall retain ultimate responsibility for patient care and treatment.
4. In the event of accidental injury or illness of any student or faculty member, the Facility will, upon request, provide emergency medical care but will not be responsible for costs involved, follow-up care or hospitalization in connection with such events.
5. The Facility will only provide professional liability insurance or self insurance for its employees.

6. The Facility will permit representatives of the College, upon a mutually satisfactory basis, to inspect the clinical facilities and services available for clinical experience, student records, and other such items pertaining to the clinical training.
7. The Facility reserves the right to terminate any instructor's or student's participation in the clinical program as a result of health status, performance, or other actions that the Facility deems detrimental to patient well-being or to achievement of clinical teaching objectives. Except in unusual circumstances, the Facility will not exercise such right until it has made reasonable efforts to consult the College.

III. Mutual Responsibilities

1. No student, while participating in the program, shall be deemed to be an employee of the Facility under any circumstances. The Facility shall not be liable for any payment of any wage, salary, or compensation of any kind for any service performed by the student associated with the Facility. No student will be covered in any manner under the Facility's workmen's compensation policy. It is expressly understood and agreed that this Agreement does not intend and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the College or its students and the Facility, but rather is an Agreement by and between independent contractors.
2. The College and the Facility will mutually agree upon and arrange the educational program, the periods of assignment of each student, and the number of students eligible to participate concurrently.
3. The College and the Facility agree that (i) students participating in the educational program are to remain subject to the authority, policies and regulations imposed by the College and (ii) during the period of each student's assignment to the Facility, may be subject to all standards rules, regulations, administrative practices and policies of the Facility. Each party is responsible for providing this information to the student as it applies to them while participating in the educational program on the Facilities premises.
4. No student will be discriminated against by either party on the basis of race, creed, sex, physical handicap, age or national origin in any respect of the program.
5. The parties recognize that in the performance of the Agreement, the greatest benefits will be derived by promoting the interests of both parties, and each of the parties does, therefore, enter in to this Agreement with the intent of cooperating with the other in carrying out the terms of this Agreement. Each party agrees to interpret its provisions insofar as it may legally do so, in such manner which will promote the best interest of both and render the highest service to the public.

IV. Terms and Termination

1. This Agreement is for a term of three years unless earlier terminated as provided herein.
2. Either party may terminate this Agreement without cause at any time during a term by giving ninety (90) days' prior written notice, effective on the date stated therein, provided students assigned to the facility be given an opportunity to complete their educational program if reasonably practical.

V. Insurance and Indemnification

1. The College shall provide for each student, faculty member or other personnel of the College participating in the program and engaging in any activities at the Facility, professional liability and comprehensive general liability insurance, which shall be in the minimum amount of one million dollars (\$1,000,000) per occurrence on an occurrence basis and three million dollars (\$3,000,000) annual aggregate. The College will furnish written confirmation of this insurance coverage to the Facility prior to acceptance of any student under the terms of this agreement. The Facility shall be provided with written notice of cancellation of any such policy not less than thirty (30) days in advance of policy termination.
2. Each party to this Agreement agrees to indemnify and hold harmless the other party and its affiliated corporations, and their directors, officers and employees against any and all damages, losses, costs and expenses (except attorneys' fees) incurred in connection with claims or demands for damages arising from or caused by the indemnifying party's neglect or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, officers, employees, or students in connections with the subject matter of this Agreement.

VI. Miscellaneous

1. This Agreement represents the entire understanding of the parties with respect to the subject matter covered herein and supersedes and cancels all previous agreements between the parties.
2. This Agreement can be amended only by a writing signed by an authorized representative of each party.

3. All notices hereunder shall be given if sent prepaid, registered mail, return receipt requested, to the following addresses:

Facility: Good Samaritan Regional Health Center
Attention: Leo F. Childers, Jr., President
Address: 605 N. 12th Street
City, State, Zip: Mount Vernon, Illinois 62864

College: Frontier Community College
Attention: Nancy Buttry, Department Head of Nursing
Address: 2 Frontier Drive
City, State, Zip: Fairfield, Illinois 62837

4. This Agreement shall be governed by and construed under the laws of the State of Illinois.
5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor any rights hereunder shall be assignable by the parties.
6. This Agreement includes Addendum I.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative the date and year first above written.

GOOD SAMARITAN REGIONAL HEALTH CENTER

By _____
President

Date _____

**IECC/OCC ADN PROGRAM
FRONTIER COMMUNITY COLLEGE SITE**

By _____
Department Head for Nursing

Date _____

By _____
Associate Dean of Nursing and Allied Health

Date _____

By _____
President, Olney Central College

Date _____

By _____
Chairman, IECC Board of Trustees

Date _____

**Addendum to
Agreement between
Good Samaritan Regional Health Center
And
Frontier Community College**

Agreement. The following changes and additions are mutually accepted by Frontier Community College (College) and Good Samaritan Regional Health Center (Clinical Site) regarding the above agreement and become part of the agreement. If any conflict or overlap of coverage, terms, or conditions arise due to the addendum the terms in the addendum shall prevail.

JCAHO. Students are that they will comply with the purpose and standards recommended by the Joint Commission on Accreditation of Healthcare Organizations and the American Medical Association or American Osteopathic Association as appropriate; applicable regulations; the Bylaws, policies and procedures of the Hospital; the rules, regulations, and Bylaws of the Medical Staff; and current standards of medical practice.

Criminal Background Check. The College will obtain and provide a criminal background check as provided by Illinois law for health care workers for each Student prior to that Student's assignment at the Clinical Site.

Health Requirements. The College or student will obtain and provide proof of appropriate immunization status and PPD test results from previous 12 months to the Clinical Site prior to the student's assignment at the Clinical Site.

Chairman, IECC Board of Trustees

Good Samaritan Regional Health Center
Leo F. Childers, Jr., President

President, Olney Central College

Agenda Item #8J

HIPAA Agreement with Hope Center

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: HIPAA Agreement with Hope Center

I request approval of the Health Insurance Portability and Accountability Act (HIPAA) Agreement between Illinois Eastern Community Colleges and the Hope Center, located in Terre Haute, Indiana. The agreement is attached.

TLB/rs

Attachment

BUSINESS ASSOCIATES AGREEMENT

This Agreement (this “Agreement”) is made and entered into as of this 8th day of August, 2005 by and between Illinois Eastern Community Colleges, Olney Central College Associate Degree Nursing Program, Lincoln Trail College site (“Business Associate”) and Hope Center (Provider Organization).

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”) and the regulations promulgated thereunder; and

WHEREAS, Business Associate and Covered Entity are parties to an agreement (the “Service Agreement”), pursuant to which the fulfillment of the Parties’ obligations thereunder necessitates the exchange of, or access to, data including individual identifiable health information,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE I DEFINITIONS

Terms used, but not otherwise defined, in the Agreement shall have the meanings set forth below.

- 1.1 “HHS Transaction Standard Regulation” means the Code of Federal Regulations (“CFR”) at Title 45, Sections 160 and 162.
- 1.2 “Individual” means the subject of PHI or, if deceased, his or her personal representative.
- 1.3 “Parties” shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a “Party”).
- 1.4 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 “PHI” shall have the same meaning as the term “protected health information in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 “Required By Law” shall have the same meaning as “required by law” in 45 CFR §164.501.

- 1.7 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof;
 - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524; **[Not necessary if business associate holds only information also held by Covered Entity or if not held by business associate in a designated record set.]**
 - (f) to make any amendments(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity. **[Not necessary if business associate holds only information also held by Covered Entity or if not held by business associate in a designated record set.]**
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business

Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;

- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1 (i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI;
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and/or destruction;
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under the Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required by Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business

Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

[3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents or employees have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare programs, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.]

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the “Law”) and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record,

analyze, contain and resolve unauthorized access attempts to PHI or processing resources;

- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the Party's request.

ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

[4.3 Code Set Retention (Only for Plans).

Both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.]

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall

assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent to Covered Entity.

- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity specific business requirements.

4.5 Confidential and Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification.

Each party agree to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; and (ii) report the violation to the Secretary.

(c) Effective of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for injunctive relief as described below.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this agreement shall be in writing and signed by both parties.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary,, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission of receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

[PROVIDER ORGANIZATION]

Hope Center
Terre Haute, IN

By: _____

Date: _____

BUSINESS ASSOCIATE

Illinois Eastern Community Colleges
Olney Central College Associate
Degree
Nursing Program
Lincoln Trail College Site

By: _____

Chairman, IECC Board of
Trustees

Date: _____

By: _____

CEO, IECC

Date: _____

By: _____

President, Olney Central College

Date: _____

Agenda Item #8K

Special Board Meeting

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 20, 2005
RE: Calling of Special Board Meeting

The Board is contemplating the issuance of up to \$3.6 million in Protection Health and Safety bonds (PHS). Under the statutory requirements, a Bond Issue Notification Act (BINA) hearing must be held. Notice of this hearing has been or will have been published prior to the hearing set for October 3, 2005, at 8:00 a.m. at the District Office, 233 East Chestnut Street, Olney, Illinois.

Because the BINA hearing requires a presence of a majority of the members of the Board, it is necessary that the Board call a Special Board Meeting to coincide with the hearing.

In addition, the annual audit must be approved by the Board of Trustees prior to October 15, 2005. I would ask that the Board add the approval of the annual audit to the agenda of this Special Board Meeting.

I would ask that the Board call a Special Board Meeting on October 3, 2005, at 8:00 a.m. in the District Office, 233 East Chestnut Street, Olney, Illinois, for the purpose of conducting the required BINA hearing on the issuance of Protection, Health, and Safety bonds and the approval of the District's annual audit.

TLB/rs

Agenda Item #9

Bid Committee Report

Agenda Item #10

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

TREASURER'S REPORT August 31, 2005

FUND	BALANCE
Educational	\$244,109.84
Operations & Maintenance	\$333,639.52
Operations & Maintenance (Restricted)	(\$7,243.12)
Bond & Interest	\$297,192.98
Auxiliary	\$611,303.46
Restricted Purposes	(\$18,675.68)
Working Cash	\$0.00
Trust & Agency	\$174,078.91
Audit	\$73,413.63
Liability, Protection & Settlement	\$265,729.02
TOTAL ALL FUNDS	\$1,973,548.56

Respectfully submitted,

Marilyn Grove, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
August 31, 2005

	ALL FUNDS
	Fiscal Year 2006
ASSETS:	
CASH	1,973,549
IMPREST FUND	21,500
CHECK CLEARING	2,000
INVESTMENTS	8,780,000
RECEIVABLES	3,689,289
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	99,206
INVENTORY	463,200
OTHER ASSETS	438,608
TOTAL ASSETS AND OTHER DEBITS:	15,467,352
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	4,310
ACCOUNTS PAYABLE	14,025
ACCRUED EXPENSES	-
INTERFUND PAYABLES	139,950
DEFERRED REVENUE	-
OTHER LIABILITIES	148,726
TOTAL LIABILITIES:	307,011
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	1,428,160
PR YR BDGTED CHANGE TO FUND BALANCE	394,494
 FUND BALANCES:	
FUND BALANCE	360,664
RESERVE FOR ENCUMBRANCES	12,977,023
TOTAL EQUITY AND OTHER CREDITS	15,160,341
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 15,467,352

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF August 31, 2005

ALL FUNDS

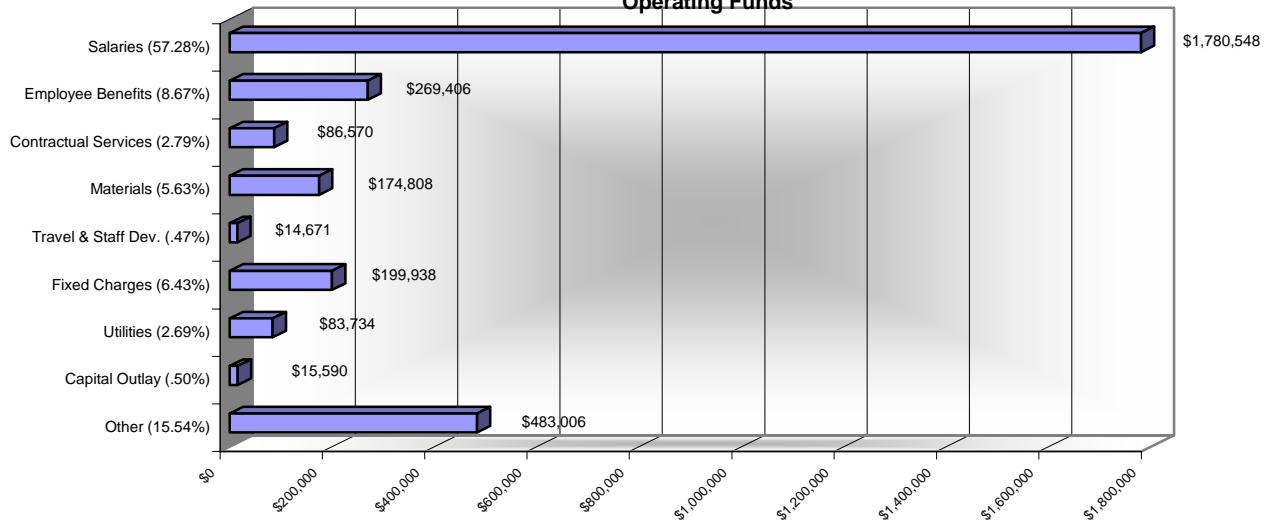
	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	1,959,988
STATE GOVT SOURCES	74,043
STUDENT TUITION & FEES	4,511,893
SALES & SERVICE FEES	611,613
FACILITIES REVENUE	7,256
INVESTMENT REVENUE	45,878
OTHER REVENUES	<u>5,598</u>
TOTAL REVENUES:	7,216,269
EXPENDITURES:	
INSTRUCTION	1,162,831
ACADEMIC SUPPORT	63,792
STUDENT SERVICES	196,550
PUBLIC SERV/CONT ED	8,726
OPER & MAINT PLANT	388,491
INSTITUTIONAL SUPPORT	1,085,515
SCH/STUDENT GRNT/WAIVERS	480,320
AUXILIARY SERVICES	<u>1,072,573</u>
TOTAL EXPENDITURES:	4,458,798
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	<u>0</u>
TOTAL TRANSFERS AMONG FUNDS:	0
NET INCREASE/DECREASE IN NET ASSETS	<u>2,757,471</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS

FISCAL YEAR 2006

College	Category	Tentative Budget	Spent Thru August	% of Bdgt	% of Year
Frontier	Bills		\$221,396		
	Payroll		279,995		
	Totals	\$2,532,418	501,391	20%	17%
Lincoln Trail	Bills		178,142		
	Payroll		269,217		
	Totals	2,925,096	447,359	15%	17%
Olney Central	Bills		212,786		
	Payroll		469,501		
	Totals	4,956,153	682,287	14%	17%
Wabash Valley	Bills		214,855		
	Payroll		361,761		
	Totals	3,409,408	576,616	17%	17%
Workforce Educ.	Bills		214,546		
	Payroll		160,868		
	Totals	1,620,365	375,414	23%	17%
District Office	Bills		34,394		
	Payroll		143,202		
	Totals	1,258,704	177,596	14%	17%
District Wide	Bills		251,604		
	Payroll		96,004		
	Totals	8,515,988	347,608	4%	17%
GRAND TOTALS		25,218,132	3,108,271	12%	17%
Excludes DOC					

**Illinois Eastern Community Colleges
FY2005
Operating Funds**



Illinois Eastern Community Colleges Dist. #529
 As of August 31, 2005 - \$3,108,271

Agenda Item #11
Chief Executive Officer's Report

Agenda Item #12

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 15, 2005
RE: Personnel Report

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

INDEX

- 400.1. Change in Status**
- 400.2. FY05-06 Educational Level Changes**
- 400.3. Special Assignments**
- 400.4. Request for Approval of Proposed Non-College Employment
(External Report)**

PERSONNEL REPORT

400.1. Change in Status

A. Faculty

1. Anne Hustad, Temporary Faculty to Full-time Bargaining Unit Faculty, effective October 1, 2005.
2. Karen Marks, Temporary Faculty to Full-time Bargaining Unit Faculty, effective October 1, 2005.

B. Professional/Non-Faculty

1. Amy Loss, Clerk, FCC, to Director of Admissions/Career Advisor, FCC, effective November 1, 2005.

400.2. FY05-06 Educational Level Changes

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Richard Poskin	M+36	M+48	\$1,000
Ryan Roark	B+16	M	\$1,000
Cathy Robb	M+12	M+36	\$2,000

400.3. Special Assignments

A. Olney Central College

<u>Academic</u>	<u>Recommended</u>
	2005-06
1. Anne Hustad Dept Head, Nursing/OCC	\$2500

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

Agenda Item #15
Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Acquisition and Disposition of Property

Agenda Item #18

Agenda Item #18

Other Items

Agenda Item #19

Agenda Item #19

Adjournment

**TENTATIVE
Protection, Health, Safety and ADA
Projects Schedule
Phase VII**

	Estimated Budget										
Science Building Roof Replacement WVC	\$325,200										
GRAND TOTAL	\$325,200		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted

8/31/2005

