

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

April 20, 2004



Location:

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

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

**Illinois Eastern Community Colleges
Board Agenda**

April 20, 2004

7:00 p.m.

Olney Central College

1. Call to Order & Roll Call.....Chairman Lane
2. Disposition of Minutes..... CEO Bruce
3. Seating of Student Board Member..... Bruce
4. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - Coal Mining Technology/Telecom
 - Accounting and Auditing Update
7. Policy First Reading (and Possible Approval)..... Bruce
 - A. Ethics Resolution/Ordinance
 - B. Modification of State Gift Ban Policy 100.20
8. Policy Second Reading Bruce
 - A. None
9. Staff Recommendations for Approval
 - A. Cooperative Agreements with Indiana State University Cantwell
 - B. Student Activity Fees Allocations.....Browning
 - C. Agency Agreement for Helman Irrevocable Trust.....Browning
 - D. ACH Origination AgreementBrowning
 - E. Resolution of Support for Equalization..... Bruce
 - F. Phase VII Carryover, Project Application.....Browning
 - G. Phase VII Carryover Funds, Resolution.....Browning
 - H. Bank Account to Receive Funds from International StudentsBrowning
 - I. Building Lease Agreements Bruce
 - OCC Cosmetology Lease**
 - IECC Dislocated Worker Program Lease**
 - IECC/IETC Lease**
 - IECC/CMS IDES Sublease**
 - IECC/Lake Land Sublease**
 - IECC/CEFS Sublease**
 - IECC/IL Rehab Services Sublease**
 - IECC/LWIB Sublease**
 - IECC/Wallace Lease**

10. Bid Committee ReportBrowning
 Phase 7 – Carryover Projects – All Campuses
 New Classrooms and Restrooms – Workforce Development Center – Frontier
 Community
11. District Finance
 A. Financial ReportBrowning
 B. Approval of Financial ObligationsBrowning
12. Chief Executive Officer’s Report Bruce
13. Executive Session Bruce
14. Approval of Executive Session Minutes
 A. Written Executive Session Minutes Bruce
 B. Audio Executive Session Minutes..... Bruce
15. Approval of Personnel Report Bruce
16. Collective Bargaining Bruce
17. Litigation Bruce
18. Acquisition and Disposition of Property..... Bruce
19. Other Items
20. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges - Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College - Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, March 16, 2004.

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., Mr. Larry Rost, Miss Marilyn J. Wolfe. Also present was Mr. Joseph Kiser, student trustee. Trustees absent: Mr. Kevin C. Williams. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

Dr. 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.

Mrs. Tara Buerster, Director of Personnel.

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

Ms. Kathleen Pampe, Associate Dean of Education to Careers Program.

Ms. Pamela Schwartz, Associate Dean of Institutional Development.

Mr. George Woods, Dean of Community Development & Workforce Education.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes of the Regular Meeting, Tuesday, February 17, 2004, were presented for disposition.

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

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including Miss Andrea Pennington, student trustee-elect.

#3-B. IECEA Representative: None.

#3-C. Special Recognition of Student Board Member: A plaque was presented to Mr. Joseph Kiser, in recognition of and appreciation for his year of service as the student member of the Board of Trustees.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Mr. Rost reported that Dr. Dreith was guest speaker for the Fairfield Chamber of Commerce.

#5-B. Report from Presidents: Dr. Benson, Dr. Davis, Dr. Dreith, Dr. Heilman presented informational reports from their colleges.

#5-C. Report from Cabinet: Mr. Woods presented an informational report on Coal Mining Technology/Telecom.

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

#6-A. Health Insurance Portability and Accountability Act (HIPAA): Under federal legislation, the Board of Trustees must adopt a policy that complies with the Health Insurance Portability and Accountability Act (HIPAA). The CEO recommended that second reading be waived and the Health Insurance Portability and Accountability Act policy (100.22) be adopted. The policy outlines the rights of members of the IECC insurance plan and designates a Privacy Officer who is responsible for implementing and maintaining all HIPAA policies and procedures and who is the single point of contact for all privacy-related issues.

Health Insurance Portability and Accountability Act (HIPAA) (100.22)

The Board of Trustees and Employees of Illinois Eastern Community Colleges intends to operate in compliance with the Health Insurance Portability and Accountability Act (HIPAA), (Public Law 104-191).

It is the Policy of Illinois Eastern Community Colleges that:

We shall not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against a member for exercising any of their rights under HIPAA. These include:

The right to complain to the Department of Health and Human Services if they feel that their privacy rights have been violated.

The right to testify in an investigation, compliance review or other hearing.

Oppose any practice of the health plan that the individual feels is in violation of HIPAA regulations.

We will not require individuals to waive their HIPAA rights as a condition of enrollment or eligibility for insurance benefits.

The District Director of Personnel will serve as the Privacy Officer for Illinois Eastern Community Colleges and should be contacted for report of suspected violations of this HIPAA policy.

Violation of these policies can carry serious consequences for the health plan. Disciplinary actions for anyone violating this policy may include suspension without pay or dismissal.

Board Action: Dr. Fischer made a motion to waive second reading and adopt the Health Insurance Portability and Accountability Act policy (100.22) as recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

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

#8-A. Strategic Plan: The CEO recommended approval of the Illinois Eastern Community Colleges Strategic Plan for FY2005 and FY2006. The Strategic Plan is a product of district-wide research that includes a scan of the district’s environment, input from the four colleges and District Office, its workforce education division, and the communities served. The purpose of the strategic plan is improvement of instruction, the betterment of student support services, revitalized facilities, and state-of-the-art equipment and teaching tools to maintain the College District in a position of leadership as the institution continues through the 21st century. The Strategic Plan, FY 2005 and 2006 includes: Introduction, Environmental Scan, Summary and Recommendations, FY 2004 Report, FY 2005 Report, FY 2006 Report, Planning Matrix, Data Sources.

Board Action: Mrs. Culver made a motion to approve the IECC Strategic Plan for FY2005 and FY2006 as recommended. Mr. Kiser seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-B. Tuition Rates: The CEO recommended that, because of budgetary uncertainty, IECC tuition rates be increased, effective Summer Term 2004, as follows:

In-District Tuition: From \$45 per Semester Hour to \$48 per Semester Hour.
Special Counties Tuition: From \$90 per Semester Hour to \$96 per Semester Hour.

Board Action: Mrs. Culver made a motion to approve the increase in IECC tuition rates as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-C. Donation of Exercise Equipment to the City of Robinson: The Lincoln Trail College Foundation has constructed a baseball and softball facility in cooperation with the City of Robinson, located in downtown Robinson just south of the square. The Foundation and the City also added a fitness center to the baseball and softball facility. By agreement between the Foundation and the City, the Foundation will donate the building to the City and the City will be responsible for the operation and management of the facility. Lincoln Trail College President Carl Heilman, in cooperation with the City of Robinson, has agreed to move its current fitness center equipment to the new City facility. In addition, President Heilman has purchased new fitness equipment that he also wishes to transfer to the City. In exchange for the donation of current and newly purchased equipment, the City will manage the facility and the College will be teaching a series of fitness courses for which it will receive reimbursement. The City's rate for use of the building has been substantially reduced to recognize the College's donation. In the event that the fitness center is not successful, the City will agree to return all the fitness equipment to the College.

Exhibit "A"

Current Equipment

1. Nine (9) Trotter Circuit Weight Training Stations, including stacked weights.
2. Six (6) Stationary Bicycles.
3. One (1) Recumbent Bicycle.
4. One (1) Stair Climber.
5. Two (2) Commercial Grade Treadmills.

Equipment to be Purchased

6. Two (2) Treadmills.
7. Two (2) Cross Trainers.
8. One (1) Stair Climber.
9. Two (2) Recumbent Bicycles.

(Note: Exhibit "A" should list nine (9) Trotter Stations and six (6) Stationary Bicycles, rather than ten (10) Trotter Stations and Eight (8) Stationary Bicycles as listed in the Board Agenda materials.)

Recommendation: The CEO recommended approval for the transfer of current and new fitness equipment to the City of Robinson as amended.

Board Action to Amend: Mr. Kiser made a motion to amend on its face the foregoing list of current equipment to be donated to the City of Robinson, to list nine Trotter Stations and six Stationary Bicycles. 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.

Board Action: Mr. Kiser made a motion to approve the donation of exercise equipment to the City of Robinson as recommended and amended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-D. Inter-Governmental Cooperation Agreement with City of Robinson: Lincoln Trail College and the City of Robinson will be working together to operate a health and fitness center at the newly constructed baseball and softball facility. Both the City and the College wish to approve an Inter-Governmental Cooperation Agreement, which sets forth the duties and obligations of each party to the agreement.

This Agreement is made _____, 2004, by and between Illinois Eastern Community College District No. 529, hereinafter referred to as the College and the City of Robinson, Illinois, an Illinois Municipal Corporation of Robinson, Illinois, hereinafter referred to as the City.

Witnesseth:

WHEREAS, the City is the owner of certain real estate located at 501 South Cross Street, Robinson, Illinois; and

WHEREAS, the parties hereto are desirous of developing said premises for the mutual benefit of the students of the College and the residents of the City's community as a recreational facility; and

WHEREAS, the College and the City are desirous of having located upon said premises a health and fitness facility; and

WHEREAS, the parties have determined to fulfill said goal, the College and the City shall contribute to the cost of developing such health and fitness facility, with such facility to then be owned and managed by the City pursuant to the terms of this Agreement;

WHEREAS, Article 8, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the parties have determined that it is in the best interests of the students of the College and the residents of the City, for the parties to enter into this Agreement with respect to the equipping and operation of said health and fitness facility and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

Details of the Agreement are outlined in 16 sections, as follows: 1) Ownership and Equipping; 2) Operation Expenses; 3) Operation and Management of Facility; 4) Scheduling and Shared Use of the Facility; 5) Revenues from Operation of Facility; 6) Liability Insurance and Indemnification; 7) Return of Equipment; 8) Terms of Agreement; 9) Binding Effect; 10) Amendment; 11) Arbitration; 12) Notices; 13) Severability; 14) Waiver of Performance; 15) Governing Law and Exclusive Jurisdiction; 16) Authority of Officers.

(Note: Wording of the foregoing 16 sections containing details of the agreement is as listed in the Board Agenda materials as distributed, with the following amendment: Wording of Section 5, Revenues from Operation of Facility, is to contain addition of one sentence to follow the second sentence and read as follows: "City will provide to College forty (40) percent of all collected user fees associated with use of fitness center equipment provided by the College.")

Recommendation: The CEO recommended approval of the Inter-Governmental Agreement between Illinois Eastern Community Colleges and the City of Robinson, Illinois, as amended:

Board Action to Amend: Mrs. Culver made a motion to amend on its face the foregoing Inter-Governmental Cooperation Agreement with the City of Robinson to add one sentence as recommended. Mr. Kiser 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.

Board Action: Dr. Fischer made a motion to approve the amended Inter-Governmental Cooperation Agreement with the City of Robinson as recommended. Mr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-E. Illinois Department of Natural Resources Contract: For many years George Woods and his Coal Mining Technology Staff have provided training for the Illinois Department of Natural Resources (IDNR). Although the training was done under a contract with IDNR, the contract has continued in effect, without renewal, for a substantial period of time. Under the new Governor, training contracts are being reviewed and renewed. The IDNR has asked IECC to complete and return a contract which tracks the current contract with the department and allows IECC to continue to do training for the department for which the Department will pay all of IECC’s travel expenses. The contract begins March 1, 2004 and terminates on February 28, 2007.

Recommendation: The CEO recommended approval of the contract with the Illinois Department of Natural Resources.

Board Action: Mr. Rost made a motion to approve the contract between IECC and the Illinois Department of Natural Resources as recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

#9-A. Lincoln Trail College – Instructional Cardio Equipment: Mr. Browning presented the recommendation of the Bid Committee to accept the following bids that meet all specifications for instructional cardio equipment for Lincoln Trail College:

1. Treadmill (2): Gilles Cycling & Fitness, Evansville, IN, \$7,945.
 2. Cross Trainer (2): Gilles Cycling & Fitness, Evansville, IN, \$7,862.
 3. Stair Climber (1): Gilles Cycling & Fitness, Evansville, IN, \$2,285.
 4. Recumbent Bike (2): Gilles Cycling & Fitness, Evansville, IN, \$4,504.
- Source of Funds: Educational Fund.

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

Board Action: Dr. Fischer made a motion to accept the foregoing recommendation of the Bid Committee and purchase instructional cardio equipment for Lincoln Trail College as outlined. Mr. Kiser seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$5,636,572.08, as of February 29, 2004.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for March 2004, totaling \$615,781.68, were presented for approval.

Board Approval for Payment of Financial Obligations: Miss Wolfe made a motion to approve payment of the district financial obligations for March 2004, in the amounts listed, and payments from the revolving fund for February 2004. Mr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

1. State of Illinois Budget Status.
2. China Program – 2 of 10 Finalists in National English Competition.
3. China Program – Mr. John Frazier Narrator of Hainan Government Tourism Film.
4. Graduation Dates at Correctional Facilities: RCC, May 6; LCC, July 23.
5. Strategy Session and Presidents’ Council, March 18 & 19, Springfield.
6. Hearing on Community College Funding Formula, March 25, Springfield.
7. Enrollment Report – District Up 12%.

AGENDA #12 – “Executive Session” – None.

AGENDA #13 – “Approval of Executive Session Minutes” – The following actions were taken relative to closed meeting minutes.

#13-A. Written Executive Session Minutes: The CEO recommended that written minutes of a closed meeting held during the regular meeting, Tuesday, February 17, 2004 be approved and remain closed at this time.

Board Action: Dr. Fischer made a motion to approve, as prepared, minutes of a closed meeting held Tuesday, February 17, 2004, but that closed meeting minutes of that date will remain closed and not be opened to public inspection at this time. Mrs. Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

#13-B. Audio Executive Session Minutes: The CEO recommended that the audio recording of the executive session of Tuesday, February 17, 2004 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: Dr. Fischer made a motion to approve the audio recording of the executive session of Tuesday, February 17, 2004 as recommended. Mr. Kiser 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 Personnel Report and recommended approval.

400.1. Leave Request

A. Classified

1. Kim Wilson, OCC, Family Medical Leave, effective on or about May 3, 2004 with up to 12 weeks of leave. The requested leave is unpaid with allowance for substitution of paid leave time.

400.2. Resignation

A. Classified

1. Julie Tennis, Custodian, WVC, effective February 23, 2004.

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

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

AGENDA #15 – "Collective Bargaining" – None.

AGENDA #16 – "Litigation" –

#16-A. Stuart Witt – Marathon Refinery Assessment: The CEO recommended that he be authorized to work with Stuart Witt, legal counsel and with other taxing bodies and legal counsel to negotiate a new Marathon Refinery Assessment Agreement, with costs to be shared on a pro rata basis.

Board Action: Miss Wolfe made a motion to authorize the Chief Executive Officer to work with legal counsel and other taxing bodies to negotiate a new Marathon Refinery Assessment Agreement as recommended. Mr. Kiser seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

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

AGENDA #18 – “Other Items” – None.

AGENDA #19 – “Adjournment” – Mr. Kiser made a motion to adjourn. Mr. Rost seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 8:20 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Agenda Item #1

Call to Order & Roll Call

Agenda Item #2

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Seating of Student Board Member

Agenda Item #4

Recognition of Visitors and Guests

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

Agenda Item #5

Public Comment

Agenda Item #6

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**
 - Coal Mining Technology/Telecom**
 - Accounting and Auditing Update**

Agenda Item #7

Policy First Reading (and Possible Approval)

- A. Ethics Resolution/Ordinance**
- B. Modification of State Gift Ban Policy 100.20**

Agenda Item #7A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 20, 2004
RE: Ethics Resolution/Ordinance

In November of last year, the General Assembly passed new ethics legislation which requires each governmental body in the state to implement this legislation within six months following its effective date.

The ordinance which follows, is a comprehensive proposal submitted by the Illinois Attorney General. Although there is discussion and dispute as to some of the requirements of the Act, I believe it to be the safer course for the Board to adopt the draft ordinance as put forth by the Illinois Attorney General.

I am certain that as the debate continues the Board will be asked to revisit this issue. But since the statute requires the Board to act, I would prefer that we adopt the ordinance and then revise it as the situation becomes clearer.

I ask the Board's approval of this ordinance.

TLB/rs

Attachment

ETHICS ORDINANCE

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

PREAMBLE

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, AS FOLLOWS:

SECTION 1: The Code of Ordinances of Illinois Eastern Community College District #529, hereinafter referred to as IECC, is hereby amended by the addition of the following provisions:

ARTICLE 1

DEFINITIONS

Section 1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by IECC, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means IECC.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

"Prohibited political activity" means:

(1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

(2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.

(3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

(4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

ARTICLE 5

PROHIBITED POLITICAL ACTIVITIES

Section 5-1. Prohibited political activities. (a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the IECC in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

ARTICLE 10

GIFT BAN

Section 10-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 10-2. Exceptions. Section 10-1 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.
- (5) Travel expenses for a meeting to discuss business.
- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.
- (8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- (9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official

duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

ARTICLE 15

ETHICS ADVISOR

Section 15-1. The Chief Executive Officer, with the advice and consent of the Board of Trustees shall designate an Ethics Advisor for the IECC. The duties of the Ethics Advisor may be delegated to an officer or employee of the IECC unless the position has been created as an office by the IECC.

Section 15-2. The Ethics Advisor shall provide guidance to the officers and employees of the IECC concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board of Trustees.

ARTICLE 20

ETHICS COMMISSION

Section 20-1. There is hereby created a commission to be known as the Ethics Commission of IECC. The Commission shall be comprised of three members appointed by the Chief Executive Officer with the advice and consent of the Board of Trustees. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage up to the degree of first cousin, to any elected officer of IECC.

Section 20-2. At the first meeting of the Commission, the initial appointees shall draw lots to determine their initial terms. Two commissioners shall serve 2-year terms, and the third commissioner shall serve a one-year term. Thereafter, all commissioners shall be appointed to 2-year terms. Commissioners may be reappointed to serve subsequent terms.

At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2 commissioners. A quorum shall consist two commissioners, and official action by the commission shall require the affirmative vote of two members.

Section 20-3. The Chief Executive Officer, with the advice and consent of the Board of Trustees, may remove a commissioner in case of incompetency, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Section 20-4. The Commission shall have the following powers and duties:

(1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.

(2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Section 25-1(c) of this Ordinance and refer violations of Article 5 or Article 10 of this Ordinance to the appropriate attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.

(3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Ordinance.

(4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the IECC to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with requests by the Commission shall constitute grounds for discipline or discharge.

(5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

Section 20-5. (a) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.

(b) Within 3 business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within 3 business days after receipt by the commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

(c) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within 7 business days after receiving the complaint.

If the complaint is deemed sufficient to allege a violation of Article 10 of this Ordinance and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within 4 weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the attorney designated by the corporate authorities to prosecute such actions and request that the complaint be adjudicated judicially. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

If the complaint is deemed sufficient to allege a violation of Article 5 of this Ordinance, then the Commission shall notify in writing the attorney designated by the corporate authorities to prosecute such actions and shall transmit to the attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

(d) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.

(e) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline to the alleged violator and to the Chief Executive Officer, or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.

(f) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within 7 business days after the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within 7 days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and to the Chief Executive Officer or impose a fine upon the violator, or both.

(g) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within 7 days after the complaint is filed, and during the 7 days preceding that election, the Commission shall render such decision before the date of that election, if possible.

(h) The Commission may fine any person who intentionally violates any provision of Article 10 of this Ordinance in an amount of not less than \$1,001 and not more than \$5,000. The Commission may fine any person who knowingly files a frivolous complaint alleging a violation of this Ordinance in an amount of not less than \$1,001 and not more than \$5,000. The Commission may recommend any appropriate discipline up to and including discharge.

(i) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.

ARTICLE 25

PENALTIES

Section 25-1. Penalties. (a) A person who intentionally violates any provision of Article 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(b) A person who intentionally violates any provision of Article 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

(c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(d) A violation of Article 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the IECC by filing in the circuit court an information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.

A violation of Article 10 of this Ordinance may be prosecuted as a quasi-criminal offense by an attorney for IECC, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 5 or Article 10 of this Ordinance is subject to discipline or discharge.

SECTION 2: This Ordinance shall be in effect upon its passage, and approval (and publication, if required,) as provided by law.

Adopted this _____ day, _____ 2004.

Board Chairman

Board Secretary

Agenda Item #7B

Modification of State Gift Ban Policy 100.20

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 20, 2004
RE: Modification of State Gift Ban Policy 100.20

The passage of the Illinois Ethics Act requires the Board to amend its present policy concerning the Gift Ban Act. The new ethics act places a \$75 per day limit on expenditures on behalf of public officials, which would include the elected members of the Board of Trustees.

Therefore, the district's policy concerning gifts needs to be amended from its current \$100 to \$75.

I ask the adoption of this change in our current policy.

TLB/rs

Attachment

State Gift Ban Act (100.20)

Date Adopted: June 20, 1999

Revised: October 15, 2002

The Board of Trustees and Employees of the Illinois Eastern Community Colleges shall operate in compliance with the Illinois State Gift Ban Act, (Public Act 90-0737).

- A. As used in this policy, the terms "employee," "gift," and "prohibited source" shall be defined as in the Act.
- B. The Trustees and employees shall not accept any gifts, except they may accept any item or items from any one prohibited source during any calendar year having a cumulative value of less than \$100, \$75 or as provided otherwise in section 15, and any other applicable provision of the State Gift Ban Act, from any prohibited source or in violation of any federal or state statute, rule or regulation. This ban applies to and includes spouses of an immediate family living with the Trustee or employee. (No prohibited source shall offer or make a gift that violates this section.)
- C. Any Trustee or employee that is the recipient of a gift that is given in violation of this policy may, at his or her discretion, return the item to the donor or give an amount equal to its value to an appropriate charity.
- D. The Chair of the Board shall designate an Ethics Officer for the District. The duties of the Ethics Officer shall be as provided in the Act:
 - (1) to review statements of economic interest and disclosure forms of Illinois Eastern Community Colleges Trustees and senior employees before they are filed with the Secretary of State;
 - (2) to provide guidance to Trustees and employees in the interpretation and implementation of the Gift Ban Act and this policy.

Agenda Item #8

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Cooperative Agreements with Indiana State University

Agenda Item #9A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 20, 2004
SUBJECT: Indiana State University Articulation Agreements

The following Articulation Agreements have been made between Illinois Eastern Community Colleges and Indiana State University:

- 2+2 Program Articulation Agreement for B.A. or B.S. in Business Administration
- 2+2 Program Articulation Agreement for B.S. in Information Technology

I recommend approval of the attached articulation agreements.

TLB/rs

Attachment

**INDIANA STATE UNIVERSITY
SCHOOL OF BUSINESS**

**2+2 PROGRAM ARTICULATION AGREEMENT
for
B. A. or B. S. in Business Administration**

**Indiana State University
and
Illinois Eastern Community College**

Statement of Intent

The purpose of this articulation agreement is to provide a mechanism whereby individuals graduating with the degree of Associate in Arts (A.A.), Associate in Science (A.S.) or the Associate in Science and Arts (A.S.A.) in Business Administration from any of the approved campus(es) of Illinois Eastern Community College would be eligible to complete the requirements for the B.S. degree in Business Administration at Indiana State University (ISU). Such eligibility is subject to the conditions detailed below and in attachments to this agreement.

Principles upon which Articulation is Based

1. The articulation initiatives are consistent with the Commission of Higher Education's State Policy (effective July 1, 1996) on Associate Degree Programs Offered at Public Institutions.
2. Relationships between Illinois Eastern Community College and ISU faculty and administration have been and will continue to be in spirit of cooperation which provides the basis for all articulation initiatives.
3. Recognizing that changes in curricula and course content are inevitable, each institution agrees to discuss with the other institution all curriculum changes affecting this agreement before the changes are implemented.
4. Graduates of Illinois Eastern Community College A.A., A.S. or A.S.A. degree programs with specific courses approved in Business Administration who successfully complete the B.A. or B.S. Degree program in Business Administration, meeting all transfer, retention and graduation requirements as stated in the Indiana State University catalog, will be awarded the degree of B.A. or B.S. in Business Administration.

Specifics of Articulated Programs

1. Associate degree

The Associate degree will be designed as a transfer degree for students wishing to complete a baccalaureate degree at ISU following the completion of the Associate degree and the degree will consist entirely of course work transferable to ISU.

2. Curriculum

- A. The Associate degree will contain at least 50% of course work which is the equivalent to freshman and sophomore level major courses/requirements courses required for a B.A. or B.S. degree in Business Administration.
- B. The Associate degree programs contain at least 40% course work which is transferable to ISU to satisfy the Basic Studies and Liberal Studies portion of the baccalaureate General Education program.
- C. The maximum number of semester-hours to be transferred from an A.A., A.S. or A.S.A. degree program will be 64.

3. Institution Accreditation and Faculty Development

- A. Illinois Eastern Community College District is currently accredited by the Higher Learning Commission or the appropriate regional accrediting agency.
- B. Illinois Eastern Community College District agrees to maintain an adequate number of qualified full-time faculty to provide a desirable mix of full-time/part time faculty.

4. Program Articulation

The course patterns and equivalencies inherent in this 2+2 articulation agreement are shown in the chart in Appendix A. It should be used as a guide for student advising and course transfer acceptance.

5. Course Transfer and Grandfathering

- A. Students who seek to transfer course credit from Illinois Eastern Community College into the ISU School of Business prior to graduation and in non-articulated programs will have their transfer request evaluated on a course-by-course basis consistent with the prescribed policies and practices of Indiana State University and the School of Business. Every effort will be made to award credit in the appropriate disciplines.

- B. Students who have taken Business Administration course work at Illinois Eastern Community College before the implementation of this agreement may be allowed, on a case-by-case and course-by-course basis, to transfer those courses into the B.A. or B.S. program at ISU.
 - C. The 2+2 articulation agreement is null and void if a student does not complete the prescribed program with the appropriate course grades (C) and overall gpa (2.00).
6. All students transferring course credit from Illinois Eastern Community College to ISU, whether following completion of the A.A., A.S. or A.S.A. degree or for individual courses, will do so via official transcripts. Courses that are not included within the original articulation and/or transfer agreements will be reviewed on a course-by-course basis.
7. Program Review
- A. ISU will maintain records of students transferring from Illinois Eastern Community College to the ISU School of Business. In the event that questions arise, ISU reserves the right to review the A.A., A.S. or A.S.A.. in Business Administration at Illinois Eastern Community College.
 - B. A review of the articulation agreement will commence after the second full year of implementation and every three years hence.
 - C. Annually a report will be prepared by ISU regarding the success rate of IECC graduates who are completing a B.S. degree program at ISU.

INDIANA STATE UNIVERSITY
SCHOOL OF TECHNOLOGY

2+2 PROGRAM ARTICULATION AGREEMENT
for
B. S. in Information Technology

Indiana State University
and
Illinois Eastern Community College

Statement of Intent

The purpose of this articulation agreement is to provide a mechanism whereby individuals graduating with the degree of Associate in Science (A.S.) in Information Technology from any of the approved campus(es) of Illinois Eastern Community College would be eligible to complete the requirements for the B.S. degree in Information Technology at Indiana State University (ISU). Such eligibility is subject to the conditions detailed below and in attachments to this agreement.

Principles upon which Articulation is Based

1. The articulation initiatives are consistent with the Commission of Higher Education's State Policy (effective July 1, 1996) on Associate Degree Programs Offered at Public Institutions.
2. Relationships between Illinois Eastern Community College and ISU faculty and administrations have been and will continue to be in spirit of cooperation, which provides the basis for all articulation initiatives.
3. Recognizing that changes in curricula and course content are inevitable, each institution agrees to discuss with the other institution all curriculum changes affecting this agreement before the changes are implemented.
4. Graduates of Illinois Eastern Community College A.S. Degree program in Information Technology who successfully complete the B.S. Degree program in Information Technology, meeting all transfer, retention and graduation requirements as stated in the Indiana State University catalog, will be awarded the degree of B.S. in Information Technology.

Specifics of Articulated Programs

1. Associate in Science degree
 - A. Illinois Eastern Community College will develop and offer an Associate in Science degree in Information Technology at all Illinois Eastern Community College sites wishing to participate in this articulation agreement.
 - B. The A.S. degree will be designed as a transfer degree for students wishing to complete a baccalaureate degree at ISU following the completion of the A.S. degree and the degree will consist entirely of course work transferable to ISU.
2. Curriculum
 - A. The A.S. degree will range from 27-38 semester-hours (40-60%) of course work which are the equivalent to freshman and sophomore level technical courses required for a B.S. degree in Information Technology.
 - B. The A.S. degree program will range from 27-38 semester-hours (40-60%) of course work which are transferable to ISU to satisfy the Basic Studies and Liberal Studies portion of the baccalaureate General Education program.
 - C. The maximum number of semester-hours to be transferred from an A.S. degree program will be 64.
 - D. Course syllabi for the Illinois Eastern Community College courses which have been found to be equivalent are on file in the office of Academic Partnerships. Illinois Eastern Community College agrees to use these syllabi, or their updates, as the foundation for those courses.
 - E. All graduating students from Indiana State University must earn a minimum of 50 credit hours at the 300/400 level. These credits will be distributed between General Education and the major courses.
3. Faculty Credentials
 - A. Desired faculty credentials for the courses taught should become part of this articulation agreement and be documented in course syllabi.

Faculty qualifications should meet the following guidelines for Associate degree programs:

- * an adequate number of appropriately qualified full-time faculty,

- * the qualifications should include, but not be limited to, emphasis upon: extent, recency, and pertinence of academic preparation; teaching as well as practical experience; and membership and participation in organizations that provide support for, and contribute to, the appropriate body of content, and
- * normally at least substantial or continuing progress toward a master=s degree is required in a discipline closely related to the instructor's assignment for regular faculty members with a goal to increase the number of faculty with master's degrees.

- B. These credential requirements apply to both full-time, regular faculty as well as temporary and/or adjunct faculty.
- C. Illinois Eastern Community College agrees to maintain an adequate number of qualified full-time faculty to provide a desirable mix of full-time/part-time faculty.
- D. Illinois Eastern Community College agrees and commits itself to work toward full implementation of the faculty credential requirements of the syllabi.

4. Program Articulation

The course patterns and equivalencies inherent in this 2+2 articulation agreement are shown in the chart in Appendix A. It should be used as a guide for student advising and course transfer acceptance.

5. Course Transfer and Grandfathering

- A. Students who seek to transfer course credit from Illinois Eastern Community College into the ISU College of Arts and Sciences will have their transfer request evaluated on a course-by-course basis consistent with the prescribed policies and practices of Indiana State University and the College of Arts and Sciences.
- B. Students who have taken Information Technology course work at Illinois Eastern Community College before the implementation of this agreement may be allowed, on a case-by-case and course-by-course basis, to transfer those courses into the B.S. program at ISU.

- C. The 2+2 articulation agreement is null and void if a student does not complete the prescribed program with the appropriate course grades (C) and overall gpa (2.00).
6. All students transferring course credit from Illinois Eastern Community College to ISU, whether following completion of the A.S. degree or for individual courses, will do so via official transcripts. Courses that are not included within the original articulation and/or transfer agreements will be reviewed on a course-by-course basis.
7. Program Review
- A. ISU will maintain records of students transferring from Illinois Eastern Community College to the ISU College of Arts and Sciences. In the event that questions arise, ISU reserves the right to review the A.S. in Electronics Technology at Illinois Eastern Community College at either state-wide, regional or campus level.
 - B. ISU reserves the right to disqualify any region or campus in which significant deviations from this agreement are found.
 - C. A review of the articulation agreement will commence after the second full year of implementation and every three years hence.
 - D. Annually a report will be prepared by ISU regarding the success rate of Illinois Eastern Community College graduates who are completing a B.S. degree program at ISU.

Agenda Item #9B

Student Activity Fees Allocations

Agenda Item #9B

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: April 20, 2004
RE: FY05 Activity Allocations

Annually, the Board adopts the allocation of student activity fees at three of the colleges. Attached is an analysis of these allocations and the recommendation for FY05. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund.

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

RB/cr

Attachment

ACTIVITY FEE ALLOCATIONS

	<u>LTC</u>						<u>OCC</u>						<u>WVC</u>					
	99-00	00-01	01-02	02-03	03-04	04-05	99-00	00-01	01-02	02-03	03-04	04-05	99-00	00-01	01-02	02-03	03-04	04-05
Alumni Association	2%	2%	2%	2%	3%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Athletics	30%	30%	30%	30%	30%	30%	35%	35%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Cheerleaders	5%	5%	3%	3%	3%	0%	5%	0%	7%	10%	10%	10%	4%	4%	4%	4%	4%	4%
College Union	13%	13%	13%	13%	12%	12%	5%	0%	7%	0%	0%	0%	11%	11%	11%	11%	11%	14%
Student Testing	0%	1%	2%	2%	0%	3%	2%	2%	3%	3%	3%	3%	0%	0%	0%	0%	0%	0%
Intramurals	5%	5%	5%	5%	4%	4%	2%	2%	1%	1%	1%	1%	0%	0%	0%	0%	0%	0%
Parking Maintenance	0%	0%	0%	0%	0%	0%	18%	18%	6%	8%	6%	6%	0%	0%	0%	0%	0%	0%
Publications	15%	15%	15%	15%	15%	15%	3%	0%	0%	0%	0%	0%	16%	16%	16%	16%	16%	16%
Soc Cul Act Team	0%	0%	0%	0%	0%	0%	6%	2%	5%	8%	8%	8%	0%	0%	0%	0%	0%	0%
Special Events	4%	4%	4%	4%	4%	4%	0%	0%	0%	0%	0%	0%	3%	3%	3%	3%	3%	3%
Student Senate	15%	15%	17%	17%	16%	16%	15%	5%	10%	10%	10%	10%	15%	15%	15%	15%	15%	17%
Special Projects	9%	8%	9%	9%	8%	8%	4%	10%	8%	0%	0%	0%	16%	16%	16%	16%	16%	16%
Natorium	2%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Student Handbook	0%	0%	0%	0%	0%	0%	5%	0%	0%	6%	6%	6%	0%	0%	0%	0%	0%	0%
Model United Nation	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	5%	5%	5%	5%	0%
Child Care	0%	0%	0%	0%	0%	0%	0%	12%	10%	14%	14%	14%	0%	0%	0%	0%	0%	0%
Food Services	0%	0%	0%	0%	5%	5%	0%	14%	13%	10%	12%	12%	0%	0%	0%	0%	0%	0%

Agenda Item #9C

Agency Agreement for Helman Irrevocable Trust

Agenda Item #9C

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: August 20, 2004
SUBJECT: Agency Agreement for Helman Irrevocable Trust

Olney Central College has been notified that they will receive a bequest from the Maxine L. Helmen Irrevocable Trust. The bequest will be in the form of securities currently held by Hilliard Lyons Asset Management.

IECC is restricted by the Illinois Community College Act as to what constitutes authorized investments under 30 ILCS 235/2. Additionally, a condition of the bequest is that the proceeds be made available to students in the form of low interest loans, rather than outright grants.

First National Bank in Olney (FNB) has agreed to establish a trust and agency account for this purpose. FNB will analyze the quality of the portfolio and then will systematically convert the existing securities received into investments authorized under 30 ILCS 235/2 over a 180 day period. This systematic conversion should allow for the most effective form rather than having to sell the assets immediately and settle for the current market price. Additionally, FNB has agreed to manage the loan provisions of the bequest. They will disburse the proceeds to individuals that OCC has approved for loans and they will receive and apply loan payments made by the students, and supply quarterly reports of the account.

FNB will charge an annual fee of \$1,500 for these services. In addition there will be a \$20 per asset safekeeping fee. Initially there will be approximately forty (40) assets. However, once these are converted into authorized investments this fee will be nominal.

Mr. Chairman, I recommend that the Board approve the attached Agency Agreement with First National Bank in Olney.

RB/cr

Attachment

Agency Agreement

Agreement made this 20th day of April, 2004, between Illinois Eastern Community College Dist. # 529, 233 E. Chestnut Street, Olney, IL, hereinafter called IECC, and First National Bank in Olney, 101 East Main Street, Olney, IL, hereinafter called the Corporation.

Whereas IECC desires to avail itself of the experience, sources of information, advice, assistance, and certain facilities available to the Corporation and to have the Corporation undertake certain duties and responsibilities and to perform certain services on behalf of IECC.

Whereas the Corporation is willing to undertake to render such services with the terms and conditions hereinafter set forth;

Now therefore, in consideration of the mutual covenants herein contained, it is agreed as follows:

Services to be Provided by Corporation

The Corporation will accept securities from Hilliard Lyons Asset Management for the portion of the Maxine L. Helmen Irrevocable Trust bequest for the benefit of Olney Central College.

Corporation as agent will have full discretion and assume sole and complete management of investments in accordance with the Investment Objective to emphasize production of income with a moderate concern for capital appreciation. Corporation will convert the existing securities to authorized investments under 30 ILCS 235/2 as in effect at the date of this agreement within 180 days of receipt.

Corporation will provide IECC quarterly statements summarizing the assets and receipts and disbursements.

Corporation will disburse amounts from income generated by the assets for the purpose specified by the Maxine Helmen Irrevocable Trust bequest only upon written authorization from IECC received at least 10 days in advance. Corporation will assume no responsibility for determining the propriety of the recipient, but will rely on the direction of IECC.

Corporation will use reasonable efforts to collect the income of the property as it becomes due, and collect the principal as it becomes due, distributable or called for payment.

Corporation will use reasonable efforts to keep informed of called bonds, subscription rights, reorganizations, or other matters of a similar nature affecting the property. Corporation will not be obligated to forward to client any proxies, circulars, financial statements or similar matter unless in its judgment any such matter is of sufficient importance to warrant it being brought to IECC's attention. Corporation will determine for accounting purposes how much of any accretions to property shall be considered as part of principal and how much as part of income.

Corporation is not to be accountable for errors in judgment, but only for willful negligence, default or misuse. The property is to be given the same degree of care and protections as to safe custody as the Corporation gives its own property.

This Agency Agreement constitutes the entire agreement regarding services to be provided by the Corporation pertaining to the bequest received from the Maxine L. Helmen Irrevocable Trust for the benefit of Olney Central College and supersedes all prior agreements, understandings, and discussions between us, whether oral or written. This agreement may be supplemented by other written agreements.

IECC at any time, by written notice delivered to the Corporation, may revoke or amend the terms of this agreement, or modify the instructions as to specific transactions. Such revocation, amendment or modification to take effect upon receipt by the Corporation. Corporation may resign as Agent and terminate this agreement on thirty (30) days written notice.

Fees

The fee that Corporation will charge on this account is \$1,500 annually to be taken from the account on a monthly basis. There will be a \$20 per asset safekeeping fee assessed on the initial assets transferred to the account to cover custody charges assessed by the Bank of New York. Annual safekeeping fees will be assessed of \$20 per security.

Each of the undersigned acknowledges that they have read and understand the terms and provisions of this agreement.

Signed this 20th day of April, 2004.

Client:

(Signature)

James W. Lane, Jr.,

Chairman

(Printed name)

Illinois Eastern Community College District #529 (Helmen Fund Estate)

(Printed name)

Address: 223 E. Chestnut Street

City: Olney State: IL Zip: 62450

Phone: 618-393-2982 FEIN: 37-0906196

Accepted by Agent:

First National Bank in Olney by

(Officer signature)

Fred L. Wells

(Officer printed name)

Agenda Item #9D

ACH Origination Agreement

Agenda Item #9D

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: August 20, 2004
SUBJECT: First National Bank in Olney ACH Origination Agreement

Attached you will find an updated ACH Origination Agreement with the First National Bank in Olney. This agreement reflects new language required to be in compliance with the Office of Foreign Assets Control (OFAC).

OFAC administers economic sanctions and embargo programs that require assets and transactions involving interests of target countries, target country nationals, and other specifically identified companies and individuals be frozen. For purposes of OFAC compliance, these entities are referred to as "Specifically Designated Nationals and Blocked Persons". OFAC maintains and regularly updates a master list (SDN list) identifying known "blocked parties". As with all payment mechanisms, the ACH network is subject to the requirement to comply with OFAC-enforced sanctions and policies.

Mr. Chairman, I request that the Board approve this new ACH Origination Agreement with the First National Bank in Olney.

RB/cr

Attachment



First National Bank in Olney ACH Origination Agreement

THIS AGREEMENT is made this Friday, March 5, 2004, by and between Community College District #529 (the "Company") and First National Bank in Olney, Olney, Illinois (the "Bank").

RECITALS

- A. Company wishes to initiate credit and debit entries pursuant to the terms of this Agreement and the ACH Rules (the "Rules"), and the Bank is willing to act as an Originating Depository Financial Institution with respect to such entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank prepares Entries.

AGREEMENT

- 1 *Transmittal of Entries By Company* – Company shall transmit Credit or Debit Entries to Bank in compliance with the formatting and other requirements set forth in the Rules.
- 2 *Exposure Limits* – The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Bank shall comply with limits set forth in the attached Schedule 1 *Exposure Limits*.
- 3 *Security Procedures* – Company and Bank shall comply with the security procedure requirements described in the attached Schedule 2 *Security Procedures* with respect to Entries transmitted by Company to Bank.
- 4 *Processing, Transmittal and Settlement by Bank*
 - a) Except as provided in Sections 4 and 5, Bank shall:
 - i) Process Entries received from Company to conform with the file specifications set forth in the Rules,
 - ii) Transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank of St. Louis (the "ACH Operator"), and
 - iii) Settle for such Entries as provided in the Rules.
 - b) Bank shall transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule 3 *Processing Schedule* prior to the Effective Entry Date shown in such Entries, provided
 - i) Such Entries are received by Bank's related cut-off time set forth in attached Schedule 3 on a business day,

- ii) The Effective Entry Date is at least 2 days after such business day, and
 - iii) The ACH Operator is open for business on such business day.
- c) If any of the requirements of clause (i), (ii), or (iii) of Section 4(b) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
- 5 *On-Us Entries* – Except as provided in Section 5, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clause (i) and (ii) of Section 4(b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account on the next business day following such effective Entry Date.
- 6 *Rejection of Entries* – Bank shall reject any entry which does not comply with the requirements of Section 1 or 2, or which contains an Effective Entry Date more than 5 days after the business day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Company has failed to comply with its account balance obligations under Section 9. Bank shall notify Company by telephone of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- 7 *Cancellation or Amendment By Company* – Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting a Receiver's account.
- 8 *Notice of Returned Entries* – Bank shall notify Company by phone of the receipt of a returned Entry from the ACH Operator no later than one business day after the business day of such receipt.
- 9 *Payment* – Company shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion, may determine.
- 10 *The Account* – Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of Company identified in the attached Schedule 4 *Account Agreement* (the "Account"), and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Company. Such credit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment

obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Bank may debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

11 *Account Reconciliation* – Entries transmitted by Bank or credit to a Receiver's account maintained with Bank will be reflected on Company's periodic statement. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank within 30 days of receipt of a periodic statement, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice.

12 *Company Representations And Agreements; Indemnity* – Company agrees that

- a) Each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the Crediting of its account in the amount and on the Effective Entry Date shown on such Entry,
- b) Such authorization is operative at the time of transmittal or crediting by Bank as provided herein,
- c) Entries transmitted to Bank by Company are limited to those types of Credit Entries set forth in Section 1,
- d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and including the sanctions, laws administered by OFAC.
- e) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Bank to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have been paid the Receiver. Company shall indemnify Bank against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

13 *Liability; Limitations On Liability; Indemnity*

- a) Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institutions, and not such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and

expenses) resulting from any claim of any person that Bank is responsible for, any act of omission of Company or any other person described in this Section 13(a).

- b) In no event shall Bank be liable for any consequential, special punitive or indirect loss or damage which Company may incur or suffer in connection with Agreement, including losses or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
- c) Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constrain, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Bank's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- d) Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from any claim of any person that Bank is responsible for any act or omission of Company or any other person described in Section 13(a).

14 *Compliance With Security Procedure*

- a) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry and Company shall be obligated to pay Bank the amount of such Entry even though the Entry was not authorized by Company, provided Bank acted in compliance with the security procedure referenced in Schedules. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries with the signature of an authorized representative of Company and, on the basis of such comparison, believes the signature to be that of such authorized representative.
- b) If an Entry received by Bank was transmitted or authorized by Company, Company shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referred to in Schedule 2 and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

15 *Inconsistency Of Name and Account Number* – Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the

named Receiver, and that Company's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

- 16 *Notification of Changes* – Bank shall notify Company of all notifications of changes received by Bank related to Entries transmitted by Company by phone or mail no later than 2 business days after receipt thereof.
- 17 *Payment for Services* – Company shall pay Bank the charges for the services provided for herein set forth in Schedule 5 *Fee Schedule* attached hereto. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company with respect to the Account (the "Account Agreement").
- 18 *Amendments* – From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of Schedule 3 attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

19 *Notices, Instructions, Etc.*

- a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule 4 *Authorized Company Representatives* attached hereto. Company may add or delete any Authorized Representative by written notice to Bank signed by at least one authorized signer on the appropriate checking account. If the checking account requires two signatures so will the changes. Such notice shall be effective on the second business day following the day of Bank's receipt thereof.
- i) Except as otherwise expressly provided herein, any written Agreement shall be delivered, or sent to:

ACH Coordinator
First National Bank in Olney
PO Box 100
Olney, IL 62450-0100

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 20 *Data Retention* – Company shall retain data on file adequate to permit remaking of Entries for 30 days following the date of their transmittal by Bank as provided here, and shall provide such Data to Bank upon its request.
- 21 *Third Parties* – The Company shall assume full liability for any action made by any third party processor used by the Company at its discretion to initiate Entries on its behalf.
- 22 *Exposure Limits* – The Company shall comply with limits established by Bank in regard to the amount of Entries, Files or Payment Applications transmitted to the Bank set forth in the attached Schedule 1 *Exposure Limits*.
- 23 *Reversing Entries* – The Company shall notify the Receiver that a reversing entry has been transmitted to the Receiver's account no later than the settlement date of the reversing entry. This notification may be made by the Company's method of choice (fax, telephone, etc.)

- 24 *Termination* – Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as in specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination.
- 25 *Governing Law* – This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and further the Company acknowledges that all originated entries shall comply with the applicable laws of the United States.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

	First National Bank in Olney
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
_____	_____

Schedule 1
Exposure Limits

Wire Transfer: \$ 2,500,000.00

ACH Origination \$ 2,500,000.00

Reviewing Loan Officer _____
(Signature)

Fred Wells
(Type or Print Name)

Schedule 2

Security Procedures

The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

Internet File Transmission – The Company's Authorized Representative will access the ACH system by utilizing the prearranged logon procedures, NetTeller ID, and Cash Management ID.

The Company's Authorized Representative will provide the Bank with verification of the totals contained in the transmission by sending a facsimile transmission to the Bank's designated ACH Contact. In the event that the Company or Authorized Representative is unable to fax the information, the Company's Authorized Representative will telephone the Bank's ACH Contact with the verification and also mail the information as backup on the same day the file is transmitted.

The Bank will anticipate the receipt of an ACH transmission from the Company on such scheduled processing dates identified by the Company in writing and agreed to by the Bank. The Company's Authorized Representative will notify the Bank if a transmission will not take place on the prearranged scheduled processing date. The Company is responsible for ensuring that the Bank receives the transmission on each processing date indicated in the schedule.

The Bank will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Bank will notify the specified Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's computer systems and used for ACH money transfer. The Company agrees to comply with written procedures provided by the Bank for the creation, maintenance and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is solely responsible for operator security procedures on the systems used to access the Internet Banking site and the use of the site.

Personal Computer File Transmission – The Company's Authorized Representative will access the ACH system by utilizing the prearranged logon procedures, Remote ID, and File ID.

The Company's Authorized Representative will provide the Bank with verification of the totals contained in the transmission by sending a facsimile transmission to the Bank's designated ACH Contact. In the event that the Company or Authorized Representative is unable to fax

the information, the Company's Authorized Representative will telephone the Bank's ACH Contact with the verification and also mail the information as backup on the same day the file is transmitted.

The Bank will anticipate the receipt of an ACH transmission from the Company on such scheduled processing dates identified by the Company in writing and agreed to by the Bank. The Company's Authorized Representative will notify the Bank if a transmission will not take place on the prearranged scheduled processing date. The Company is responsible for ensuring that the Bank receives the transmission on each processing date indicated in the schedule.

The Bank will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Bank will notify the specified Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted.

Schedule 2

Security Procedures (Continued)

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's computer systems and used for ACH money transfer. The Company agrees to comply with written procedures provided by the Bank for the creation, maintenance and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is solely responsible for operator security procedures on the systems used to access the Internet Banking site and the use of the site.

Hand Delivered Files – In the event that the preferred method of file delivery is unavailable the Company's Authorized Representative may hand-deliver file(s) to the designated location. Each hand-delivered file will be accompanied by a transmittal register, signed by an authorized signatory of the account.

Schedule 3
Processing Schedule

Transmission Location and Formatting Instructions

Transmission Specifications – All files will be formatted in a NACHA or other pre-approved format. First National Bank in Olney will establish transmission specifications.

Internet Transmissions – The Company will transmit files to the First National Bank in Olney through an approved Cash Management Internet Banking account.

Personal Computer Transmissions – The Company will transmit files to
First National Bank in Olney
ACH Operations Department
(618) 393-8282

Hand Delivered Files – The Company will transmit files to:
First National Bank in Olney
ACH Operations Department
101 East Main Street
Olney, Illinois 62450-0100
(618) 395-8541

ACH Processing Deadlines

Processing deadline for:

Credit Entries – File transmission until 3:00 PM two (2) Business Days prior to the Effective Date.

Debit Entries – File transmission until 3:00 PM one (1) Business Day prior to the Effective Date.

Business Day is defined as a day the Bank is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays).

Effective Date must be a Business Day or the record will be processed on the first Business Day following the Effective Date.

Holiday Schedule (Non-Processing Days)

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

SCHEDULE 4

Accounts and Company Authorized Representatives

9993045
(Account Number)

DDA
(Acct Type)

(Authorized Signature)

(Authorized Signature)

Marilyn Grove
(Printed or Typed Name)

Bonnie Chaplin
(Printed or Typed Name)

(ACH limit)

(ACH limit)

Signature (s) Authorizing above authority: _____

Schedule 5
ACH Services Price Schedule

Software Licensing / Startup Fees.....	\$150.00
Monthly Maintenance Fee	\$10.00
Per Transmission or File.....	\$10.00
Per Transaction Originated.....	\$.10
Return Items	\$24.00
Returns for Stop Payment	\$24.00
Revocation of Authorization.....	\$24.00
Notification of Change	\$5.00

The above fees are waived for Community College District #529

Agenda Item #9E

Resolution of Support for Equalization

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 20, 2004
RE: Resolution of Support for Equalization

Since the Fall of 2003, there has been a movement to change the equalization formula through which Illinois Eastern Community Colleges receives much of its funding. At the Funding Task Force appointed by the ICCB, at legislative hearings, and before the Illinois President's Council, City College of Chicago have asked for formula changes which would shift money from the 31 equalization districts to Chicago. The resolution which follows explains in more detail this issue.

As part of an effort to alert our legislators to the need to resist this requested change, I ask the adoption of this resolution.

TLB/rs

Attachment

Agenda Item #9E

**RESOLUTION IN OPPOSITION TO EQUALIZATION
GRANT FORMULA CHANGE**

WHEREAS the funding for Illinois Eastern Community Colleges comes from three sources; local property taxes, student tuition, state funding; and,

WHEREAS the state funding to Illinois Eastern Community Colleges comes from two major grants; credit hour grants for course hours generated, and equalization grants to make up for the district's low equalized assessed valuation (EAV) per pupil; and,

WHEREAS equalization grants were created to insure that there would be equality of educational opportunities without regard to the residence of the student; and,

WHEREAS the total equalized assessed value within Illinois Eastern Community Colleges district is divided by the number of students served and the equalization grant makes up the difference between the statewide average per pupil EAV and the district's EAV; and,

WHEREAS the state Funding for the last 5 years has not kept with growth in the community college system in either credit hour grants or equalization grants and has in fact decreased over time; and,

WHEREAS three years ago funding for the system was \$310 million. Even with tremendous growth, the FY 05 funding is \$280 million; and,

WHEREAS when funding is not adequate to meet the requirements of the community college funding formula, both credit hour grants and equalization grants are prorated; and,

WHEREAS this reduction means that Illinois Eastern Community Colleges is entitled to a determined equalization grant, and that grant is reduced to the amount of money available. In recent years, Illinois Eastern Community Colleges has received only 85% of the equalization funding that it should have received; and,

WHEREAS this lack of state funding, and the proration it causes, has caused Illinois Eastern Community Colleges to raise tuition to make up for the funding shortfall; and,

WHEREAS there has been discussion of changing the equalization funding formula and these proposed changes would reduce equalization funding for the 31 community colleges presently receiving equalization; and,

WHEREAS this proposed change would substantially reduce the equalization grant to Illinois Eastern Community Colleges; and,

THEREFORE, the Board of Trustees of Illinois Eastern Community Colleges opposes any change to the equalization formula and asks its members of the General Assembly to oppose any changes to the equalization formula that would move money from the existing equalization colleges to other colleges in the system.

**BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY
COLLEGES, COMMUNITY COLLEGE DISTRICT NO. 529**

By: _____
Board Chairman Date

By: _____
Board Secretary Date

Agenda Item #9F

Phase VII Carryover Funds, Application

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: April 20, 2004
SUBJECT: Phase VII Carryover Funds, Project Application

Under the Protection, Health, and Safety bonding authority afforded the Board of Trustees, the Board issued \$3.5 million worth of PHS bonds in December of 2002. Because of the nature of the bids on the original projects we have excess PHS funds available to be carried over and additional projects completed.

Frontier Community College has a tremendous need to alleviate hazardous roadway/parking safety and access issues. The attached Capital Project Application form and related Exhibits outline the justification for this project. The scope of the project would be to construct an on-campus parking facility to provide additional parking for students and staff, which would in turn enhance roadway/parking safety and access along Frontier Drive.

Subject to the Board's approval of this project application, the project will be submitted to the Illinois Community College Board for their approval. If the project application is approved by the ICCB, then we will proceed to bid and complete it.

I ask the Board's approval of the Capital Project Application Form for submission to the Illinois Community College Board.

RB/cr

Attachments

CAPITAL PROJECT APPLICATION FORM
(One Application Form per Project)

District/College and District # Illinois Eastern Community Colleges Dist. #529

Contact Person Roger Browning

Project Title Phase 7 Carryover Project – FCC Roadway / Parking Safety & Access Project

Project Budget \$129,617 check here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc and disclose on funding attachment 2 Date: April 20, 2004

Application Type (check the appropriate application type and follow instructions):

Locally Funded New Construction--complete/submit Sections I, II and III.

Locally Funded Remodeling--complete/submit Sections I and III.

Locally Funded New Construction and Remodeling--complete/submit Sections I, II and III.

Protection, Health and Safety--complete/submit Section I and Attachment PHS.

Capital Renewal Project--complete/submit Section I and the Architect Recommendation form.

ADA Project--complete/submit Section I, Attachment ADA and the Architect Recommendation form.

Section I (submit for ALL project approval requests)

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- C. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1*)
- E. Funding source (*use the appropriate format on Attachment #2*)

Section II

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes No

If no, please update your District's Site and Construction Master Plan and submit to the ICCB.
Anticipated date of completion

- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*)

- C. Has the site been determined professionally to be suitable for construction purposes?
Yes No

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)

Section III

- A. Submit the remodeled square footage allocation (*use Square Footage Summary Attachment*)

ATTACHMENT TO APPLICATION FOR
PROTECTION, HEALTH, AND SAFETY FUNDS

Illinois Eastern Community Colleges District No. 529
April 20, 2004

1. A narration which justifies the use of Protection, Health, and Safety funds for the project:

Frontier Community College: Parking areas on the campus are inadequate for the students and staff, and lawn areas and public roads are being used for parking. This is causing hazardous situations and traffic congestion for both pedestrian and vehicular traffic. This problem has been compounded by the increase in on-campus enrollment Frontier has experienced the last several years along with the construction of a new Super Wal-Mart that is to be constructed directly across the street from the campus.

Exhibit A shows that on-campus enrollment has increased dramatically. In addition to the figures supplied in Exhibit A, there are 45 faculty and staff who park each day. Additionally, our Nursing program (located in the LRC at Frontier) will be admitting 48 level one students in FY'05 (up from 24 in FY'04). FCC currently has available parking as follows:

West of Frontier Drive – 105 regular spots and 7 handicap spots
East of Frontier Drive – 91 regular spots and 3 handicap spots

Based on these figures for enrollment and staff vs. available parking, you can see that on any given day FCC could have 1,877 people (1,808 FY'04 enrollment, 45 faculty and staff, and 24 additional nursing students) competing for 196 regular parking spots. This is creating a tremendous hazard for roadway/parking safety and access.

This campus has a unique problem in that a city street (Frontier Drive) separates the west campus from the east campus. Attached as Exhibit B is a letter from Mickey Borah (Major of the City of Fairfield). In this letter he addresses the City's concerns and requests that we act to resolve this hazardous situation. Additionally, attached as Exhibit C is a letter from Mike Wright (Sr. Loss Control Representative for Indiana Insurance – which carries our property, casualty, and liability insurance). In his letter Mr. Wright expresses the concerns our insurance company has, and also requests that we act to resolve this hazardous situation. These two letters attached as Exhibit B and Exhibit C further outline the safety issues associated with Frontier Drive and the hazardous situation that currently exists for roadway/parking safety and access.

2. A project scope:

Frontier Community College: Construct an on-campus parking facility to provide additional parking for the students and staff that would greatly enhance roadway/parking safety and provide safe access to the college facilities via Frontier Drive.

ATTACHMENT TO APPLICATION FOR
PROTECTION, HEALTH, AND SAFETY FUNDS

Illinois Eastern Community Colleges District No. 529
April 20, 2004

Page Two

3. Estimated Project Budget:

FCC: New parking facility		<u>\$107,122</u>
	Subtotal	\$107,122
	Contingency	10,712
	A/E Compensation	11,783
	On-Site Observation & Reimbursables	<u>0</u>
	Total Estimated Project Cost	\$129,617

Attachment #1
Project Budget

Check One:

- New
- Construction
- Remodeling

Project Name

- Land
- Site Development
- Construction (including Fixed Equipment)
- Mechanical
- Electrical
- General Conditions
- Contingency (10%)
- A/E Professional Fees and Reimbursables

Total

Protection, Health and Safety Project Name

Phase 7 Carryover – FCC Roadway/Parking Safety and Access Project

Budget Amounts

- Project Costs
- Contingency
- A/E Professional Fees

Total

**Attachment #2
Funding Source**

District/College Name Illinois Eastern Community Colleges
Project Name Phase 7 Carryover – FCC Roadway/Parking Safety & Access Project

Check the source(s) of funds:

Available fund balance X Fund name(s): O & M (Restricted) – excess funds from previously approved protection, health, and safety projects
(Including excess funds from previously approved protection, health, and safety projects)

Bond Proceeds _____ Type of bond issuance(s): _____
(including protection, health, and safety bonds)

Protection, Health and Safety Tax Levy _____ Tax rate/fiscal year: _____
(ILCS 805/3-20.3.01)

Contract for Deed _____ Term of Contract for Deed in months: _____
(ILCS 805/3-36)

Lending Arrangement with a Financial Institution _____ Term of Lending Arrangements in months: _____
(ILCS 805/3-37)

Lease Agreement _____ Term of Lease in months: _____
(ILCS 805/3-38)

Capital Renewal Funding _____ Proposed Fiscal Year Source(s): _____

ADA _____
Access for All Funding _____ Proposed Fiscal Year Source(s)

Protection, Health, and Safety Signature/Certification Page

Check if Applicable

Energy Conservation Certification (see attachment, if applicable)

Structural Integrity Certification (see attachment, if applicable)

Budget Certification (see attachment, always required)

 X

Feasibility Study Identifying Need of the Project

Other Documentation which May Support the Justification of this Project

We certify we have examined this application for the approval of a protection, health, and safety project, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project as being eligible to be funded through a protection, health, and safety tax levy or from the proceeds of a protection, health, and safety bond issuance, as referenced in Attachment #2 (Funding Source).

Further, we certify the Board has approved the architect's recommended budget, as referenced in Attachment #1 (Project Budget) and this project(s) meets the requirements of 110 ILCS 805/3-20.3.01 of the Act for proposed project(s) to make repairs or alterations which provide for the protection, health, and safety of students, faculty, and visitors.

Approved by the Illinois Eastern Community Colleges Board of Trustees

Date _____

Signed _____, Chairperson

_____, Secretary

(Revised 11/3/99)

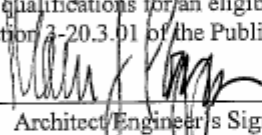
PROTECTION, HEALTH, AND SAFETY PROJECT

Budget and Certification

Name and address of architect/engineer providing the estimate:

Image Architects Inc.
1118 West Main Street
Carbondale, Illinois 62901

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds become available. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.603 and meets the qualifications for an eligible protection, health, and safety project as defined in Section 3-20.3.01 of the Public Community College Act.



Architect/Engineer's Signature

April 15, 2004

Date

001-010485

Illinois Registration or License Number

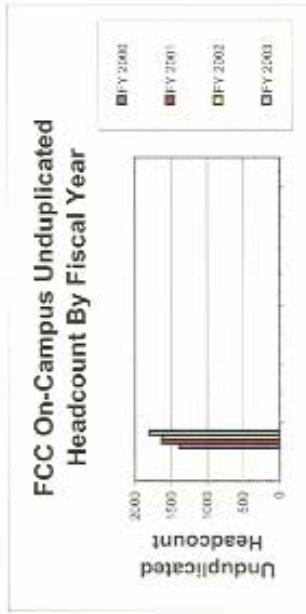


Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

New Parking Lot	\$ 107,122
Contingency - 10%	10,712
A/E Compensation - 10%	11,783
Project Total	\$ 129,617

Exhibit A

FY 2000	FY 2001	FY 2002	FY 2003
1,381	1,632	1,623	1,608





CITY OF FAIRFIELD

109 NORTHEAST SECOND ST. • FAIRFIELD, ILLINOIS • 62837 • (618) 842-3871

February 25, 2004

Dr. Mike Dreith, President
Frontier Community College
#2 Frontier Dr.
Fairfield, IL 62837

Exhibit B

Dear Dr. Dreith:

It has come to my attention that a significant and growing safety hazard exists along Frontier Drive due to the college's limited parking capacity. Frontier Drive is a City street that separates the east side of the campus from the west side of the campus. City officials report that students using existing parking facilities have to cross Frontier Drive on foot in order to get to the majority of the classrooms on campus. This is a safety hazard that is exacerbated during inclement weather and also during periods of high traffic in the area.

Due to the recently announced plans to build a Super Wal-Mart across the highway from the college, the City anticipates that traffic along Frontier Drive will increase dramatically. This increase in traffic combined with the increase in the number of students at the college who are crossing Frontier Drive to get from the existing parking lot to the classrooms, provides a very serious safety concern. We also have worries that events scheduled at the college will force citizens attending these events to park along Frontier Drive, which has no shoulders for parking. Again, this presents a serious safety concern to the City; not only for the students at Frontier Community College, but for the public as well.

The City strongly believes that the college should construct a parking lot on the west side of the campus. This is the only way to alleviate the necessity for students and the public alike to cross Frontier Drive. The City has always had a wonderful working relationship with the college, and I am certain you will work to resolve this safety issue. Please respond by March 5, 2004 as to your intentions of handling this matter.

Thank you,

Mickey Borah, Mayor
City of Fairfield



**Indiana
Insurance**

Member of Liberty Mutual Group

6281 Tri-Ridge Blvd
Loveland, OH 45140
(513) 576-5200
1-800-436-9600

March 17, 2004

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

Exhibit C

RE: Loss Control Visit: March 11, 2004
Policy CBP 9-245-466
Report ID 2004-LrVcxj

Dear Mr. Browning,

On March 11, 2004, I completed a loss control survey of Frontier Community College relative to your business insurance coverage with Indiana Insurance Company.

The recommendation listed on the attached page was developed as a result of that survey. The recommendation addresses conditions that increase the risk of loss and, as such, merits your prompt attention. Please use the enclosed return envelope and response copy of this letter to document your actions taken or planned. Your response within **30 days** of receipt of this letter would be appreciated.

If you have any questions about the recommendation please call me toll-free at **866-586-7362**.

Best Regards,

Mike Wright / sll

Michael Wright, ARM, ALCM
Sr. Loss Control Representative

cc: 0012313 IRM/Acordia
Brian Carter, SPC

This confirmation of service concerns only such conditions and practices as were observed and considered during the visit. It does not purport to list all hazards. Neither does it purport to indicate that other hazards do not exist, either now or at the time of the visit, nor that you are in compliance with federal, state, or local safety and health laws and codes. No loss control advice, observation, recommendation, or other service shall be construed as having any bearing as to the applicability of your policy in the event of a loss. In all instances, the policy alone determines the coverage provided.

Indiana Insurance member underwriting companies:

Indiana Insurance Company
The Midwestern Indemnity Company
Peerless Insurance Company
Peerless Indemnity Insurance Company (not licensed in all states)

Consolidated Insurance Company
Mid-American Fire & Casualty Company
The Netherlands Insurance Company

Agenda Item #8G

Phase VII Carryover Funds Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: April 20, 2004
SUBJECT: Phase VII Carryover Funds, Resolution

The following resolution is a required attachment for the Capital Project Application.

I would request the Board's approval of the attached Resolution to Approve PHS Construction Project, in order that it may be submitted to the Illinois Community College Board along with the Capital Project Application Form.

RB/cr

Attachments

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 protection, health, and safety of students, employees, or visitors; and,

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

WHEREAS, the board has received reports from a licensed professional architect/engineer that there are projects at IECC which requires 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:

Roadway/Parking Safety & Access Project	\$129,617
Total estimated cost including fees and contingency:	\$129,617

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 the protection, health, and safety of students, employees, and visitors and not routine maintenance projects.

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

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary for the protection, health, and safety of the students, employees, or visitors of IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the 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.

Resolution adopted by roll call vote this 20th day of April 20 2004.

Approved: Chairman: _____

Secretary: _____

Agenda Item #9H

Bank Account to Receive Funds from International Students for Their Benefit

Agenda Item #9H

MEMORANDUM

TO: Board of Trustees

FROM: Roger Browning

DATE: April 20, 2004

RE: Establishment of a Bank Account to Receive Funds Transferred from International Students for Their Benefit

Since 2001, International Students have had to meet stricter standards to come to the United States. The U.S. Embassies around the world are enforcing a new policy that requires students to pay the first year's tuition in advance to the college before students get their visas allowing admission to the United States.

Although this is a benefit to IECC in that we know which students will be attending our colleges, it presents a procedural problem as well. Students and their parents are now requesting our bank account number and routing number in order to transfer money to us. For security reasons, we do not want to give out our bank routing number or our account number.

Mr. Chairman, I would request the Board's approval of the attached resolution in order to establish a separate and distinct bank account at the First National Bank in Olney for the sole purpose of receiving such international student transfers. Our Treasurer, Marilyn Grove, will then transfer any funds received in this account, on a daily basis, into our regular operating account.

RB/rs

RESOLUTION CREATING INTERNATIONAL FUNDS ACCOUNT
BOARD OF TRUSTEES

ILLINOIS EASTERN COMMUNITY COLLEGES

I, Harry Hillis, Jr., certify that I am Secretary of the above named Community College District organized under the laws of the State of Illinois;

That the district's Federal Employer I.D. Number is 37-0906196;

That this resolution is a correct copy of the resolution adopted at a meeting of the Board of Trustees of Illinois Eastern Community College District 529, duly and properly called and held on April 20, 2004. This resolution appears in the minutes of this meeting and has not been rescinded or modified.

BE IT RESOLVED, that any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name & Title or Position	Signature	Facsimile Signature (if used)
<u>Roger Browning, CFO or his designee</u>	_____	_____

POWERS GRANTED

Description of Power

Indicate number of
Signatures required

- (1) Open a deposit account in the name of Illinois Eastern Community College District #529 for the purpose of receiving funds from International Students and such other legal purposes as required.

_____ 2 _____

I further certify that the Board of Trustees of Illinois Eastern Community College District 529 has, and at the time of adoption of this resolution, had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Chairperson of Board of Trustees

Secretary of Board of Trustees

Dated this _____ day of _____ 2004.

Agenda Item #9I

Building Lease Agreements

OCC Cosmetology Lease
IECC Dislocated Worker Program Lease
IECC/IETC Lease
IECC/CMS IDES Sublease
IECC/Lake Land Sublease
IECC/CEFS Sublease
IECC/LWIB Sublease
IECC/IL Rehab Services Sublease
IECC/Wallace Lease

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 20, 2004
RE: Lease Agreements

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

1. OCC Cosmetology Lease – amendment to lease for the Cosmetology program property located at 104 E. Main, Olney, IL extends the lease through June 30, 2005, monthly rent remains the same at \$1,000.00.
2. IECC Dislocated Worker Program Lease – amendment to lease for the Dislocated Workers office space located at 214 E. Main, Olney, IL extends the lease through June 30, 2005, the monthly rent remains the same at \$1000.00.
3. IECC Illinois Employment Training Center (IETC) – updated lease for the IETC space located at 216 E. Main, Olney, IL. The lease is for the period of July 1, 2004 through June 30, 2005, the monthly rent remains as the same as the prior lease at \$860.00.
4. IECC/CMS IDES Sublease – agreement with Central Management Services for IL Dept. of Employment Security, located at 216 E. Main, Olney, IL extends the lease through June 30, 2005, monthly rent at \$500.00. CMS has indicated that the lease will be renewed, although we are still waiting on a copy of the lease renewal to be forwarded.
5. IECC/Lakeland College Sublease – amendment to sublease with Lakeland College Dislocated Workers Center for property located at 216 E. Main, Olney, IL extending the sublease to June 30, 2005, the monthly rent remains the same at \$772.00.
6. IECC/CEFS Sublease – amendment to sublease with CEFS Economic Opportunity Corporation for property located at 216 E. Main in Olney, IL, extending the sublease to June 30, 2005, the monthly rent at \$200.00.
7. IECC/IL Rehab Services Sublease – sublease with State of Illinois Rehabilitation Services for property located at 216 East Main Street, Olney, IL, to June 30, 2005, the monthly rent at \$200.00.
8. IECC/ILWIB Sublease – sublease with Illinois Local Workforce Investment Board for property located at 216 East Main Street, Olney, IL, to June 30, 2005, the monthly rent at \$125.00.
9. IECC/Elvan Wallace and A. Carol Wallace – amendment to lease for the Frontier Newton Center located at 207 E. Jourdan St., Newton, IL extending the lease through May 31, 2007, the monthly rent remains the same at \$837.00. Copies of the lease will be available at the Board meeting for review.

TLB/rs

AMENDMENT TO LEASE AGREEMENT
OCC Cosmetology Lease

This Amendment to Lease Agreement is entered into this 20th day of April 2004, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges, District #529 (Lessee).

Whereas, the parties hereto entered into a Lease Agreement dated February 15, 1994, and an Amendment to Lease Agreement dated May 18, 1999, pertaining to the leasing of: "Approximately 2,342 square feet of interior space on the ground floor of the building ("the Building") located at 104 East Main Street, Olney, Richland County, IL."

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

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

The initial term of this Lease shall be for a period of two (2) years, and Lessee agrees to pay Lessor as rent the monthly sum of One Thousand Dollars (\$1,000.00). The annual rental payment shall be paid to Lessor on or before the 30th of each month of the initial term and any renewal or extension thereof. Lessee shall have the right to renew this lease for an additional year or years up to a total of three additional years, by giving written notice of same to Lessor no less than ninety days prior to the expiration of the original term or any renewal or extension thereof. Lessee may exercise this option a maximum of three times (i.e., three individual one-year extensions). In no event shall this option of Lessee extend the term of this agreement beyond June 30, 2009.

Whereas, Lessee is current in its Lease payments to Lessor through April 30, 2004.

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

6. Lessee desires to extend the current Lease Agreement through June 30, 2005 and Lessor is agreeable with such an extension.
7. The Lessee agrees to pay to Lessor the sum of One Thousand Dollars (\$1,000.00) on or before the 30th of each month.
8. The parties hereto agree that in all other respects, paragraphs 2 through 22 shall remain in full force and effect.

Tom Fehrenbacher, Lessor

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

ATTEST:

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

**AMENDMENT TO LEASE AGREEMENT
IECC Dislocated Worker Program Lease**

This Amendment to Lease Agreement is entered into this 20th day of April 2004, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges District #529 (Lessee).

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

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

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

Whereas, desire to extend said Lease Agreement;

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

1. Lessee desires to extend the current Lease Agreement through June 30, 2005.
2. The Lessee agrees to pay to Lessor the sum of One Thousand Dollars (\$1,000.00) per month as the rent for the period from July 1, 2004, through and including June 30, 2005. Said payment shall be made on the 1st day of each month beginning July 1, 2004.
3. Lessee agrees to be responsible for the removal of snow and ice from all walk areas.
4. The parties hereto agree that in all other respects, paragraphs 1 through 17 shall remain in full force and effect.

Tom Fehrenbacher, Lessor

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

ATTEST:

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

LEASE AGREEMENT
Illinois Employment Training Center (IETC)

THIS LEASE made the 20th day of April 2004, by and between Tommie D. Fehrenbacher of 1317 E. Scott Street, Olney, Illinois, hereinafter called "Landlord", and Illinois Eastern Community Colleges, hereinafter called "Tenant".

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

1. The Landlord hereby leases to Tenant the premises consisting of all rooms located at 216 East Main, in the City of Olney, Illinois; to be used by Tenant for a office facility; for a term commencing 12:01 a.m. of 7/1/04 and terminating 12:01 a.m. of 6/30/05; at a rental of \$860.00 per month payable on the 1st day of each month at the beginning of the month; first payment to be made on this 1st day of July, 2004 and like payment of \$860.00 on the 1st day of each month thereafter.
2. Tenant hereby takes the lease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this lease, or renewal hereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Tenant will arrange for and pay for all utilities to be used on the premises, including operation of air conditioning.
6. During the term hereof, or renewal hereof, if any, Landlord will at his expense maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this lease and any renewal hereof, Tenant will at his expense maintain in good repair all other parts of the premises leased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.
7. Landlord will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
8. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefor shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title and interest of the Landlord in and to said premises and building.
9. Landlord shall have free access to the premises hereby leased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the leased premises notices of "For Sale" or "To Rent".
10. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State and Municipal laws and regulations concerning same.
11. The provisions of this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives and assigns.

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

18. All improvement work completed on behalf or for the use of the Lessee or sub-lessees shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

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

Tommie D. Fehrenbacher

James Lane, Board Chairman
Illinois Eastern Community Colleges

STATE OF ILLINOIS)
)
COUNTY OF RICHLAND) SS.

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

GIVEN under my hand and Notarial Seal this ____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

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

GIVEN under my hand and Notarial Seal this ____ day of _____, 20_____.

Notary Public

**AMENDMENT TO SUBLEASE
IECC/Lakeland College**

This Amendment to Sublease is entered into this 20th day of April 2004, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and Lake Land College Dislocated Workers Center, 1420 Wabash Avenue, Mattoon, IL 61939, hereinafter called "Tenant".

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

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

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

Whereas, both parties desire to extend said Sublease;

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

1. Tenant desires to extend the current lease agreement through June 30, 2005.
2. The Tenant agrees to pay to Landlord the sum of Seven Hundred Seventy-two Dollars (\$772.00) per month as the rent for the period from July 1, 2004, through and including June 30, 2005. Said payment shall be made on the 1st day of each month beginning July 1, 2004.
3. The parties hereto agree that in all other respects, paragraphs 1 through 15 shall remain in fully force and effect.

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529

By _____

LAKE LAND COLLEGE DISLOCATED
WORKERS CENTER

By _____

**AMENDMENT TO SUBLEASE
IECC/CEFS Economic Opportunity Corporation**

This Amendment to Sublease is entered into this 20th day of April 2004, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and CEFS Economic Opportunity Corporation of PO Box 928, Effingham, IL 62401, hereinafter called "Tenant".

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

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

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

Whereas, both parties desire to extend said Sublease;

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

Tenant desires to extend the current lease agreement through June 30, 2005.

The Tenant agrees to pay to Landlord the sum of Two Hundred Dollars (\$200.00) per month as the rent for the period from July 1, 2004, through and including June 30, 2005. Said payment shall be made on the 1st day of each month beginning July 1, 2004.

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

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529

By _____

CEFS ECONOMIC OPPORTUNITY
CORPORATION

By _____

SUBLEASE
Illinois Eastern Community College District #529 and
State of Illinois Office of Rehabilitation Services

This Sublease made this 20th day of April, 2004, by and between Illinois Eastern Community College, District #529, Olney, Illinois, hereinafter called "Landlord", and Illinois Office of Rehabilitation Services for space for its business service representatives, hereinafter called "Tenant".

WHEREAS, Landlord is the Lessee of a certain Lease Agreement with Tommie D. Fehrenbacher for the premises at 216 East Main Street, Olney, Illinois;

WHEREAS, Tenant desires to sublet a portion of the premises at 216 East Main Street, Olney, Illinois from Landlord.

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

1. The Landlord hereby subleases to Tenant premises consisting of 144 square feet located at 216 East Main Street, Olney, Illinois, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room, for a term commencing 12:01 p.m. of July 1, 2004, and terminating 12:01 p.m. of June 30, 2005, at a rental of \$200 per month, payable on the 1st day of each month at the beginning of the month, first payment to be made on this 1st day of July, and like payment of \$200 on the 1st day of each month thereafter.
2. Tenant hereby takes the sublease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this sublease, or renewal thereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Landlord will arrange for and pay for utility services (electric, gas, water, and sewer) to be used on the premises, including operation of air conditioning. Tenant will arrange for all other utility services, including but not limited to telephone and janitorial services.
6. During the term hereof, or renewal hereof, if any, Landlord will, at its expense, maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this sublease and any renewal hereof, Tenant will, at its expense, maintain in good repair all other parts of the premises subleased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.

7. Tenant agrees that it will not assign this sublease or renewal hereof nor will it let or sublet the premises during the term of this sublease or renewal hereof. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the subleased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises subleased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title, and interest of the Landlord in and to said premises and building.
8. Landlord shall have free access to the premises hereby subleased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the subleased premises notices of "For Sale" or "To Rent".
9. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State, and Municipal laws and regulations concerning same.
10. The provisions of this sublease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives, and assigns.
11. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby subleased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default, Tenant and all persons in possession under Tenant shall be deemed guilty of forcible retainer of the premises under the Statute.
12. Tenant agrees that during the term of this sublease at its expense, it shall carry liability insurance with a company acceptable to Landlord providing for a minimum of \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
13. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.
14. Landlord's covenants that Tenant paying the rent and performing all the covenants hereof, shall have an may peaceable and quietly have, hold and enjoy the subleased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this sublease.

15. All improvement work completed on behalf or for the use of the Tenant shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

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

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By_____

STATE OF ILLINOIS OFFICE OF
REHABILITATION SERVICES

By_____

SUBLEASE
Illinois Eastern Community College District #529 and
Local Workforce Investment Board 23

This Sublease made this 20th day of April, 2004, by and between Illinois Eastern Community College, District #529, Olney, Illinois, hereinafter called "Landlord", and Local Workforce Investment Board 23, hereinafter called "Tenant".

WHEREAS, Landlord is the Lessee of a certain Lease Agreement with Tommie D. Fehrenbacher for the premises at 216 East Main Street, Olney, Illinois;

WHEREAS, Tenant desires to sublet a portion of the premises at 216 East Main Street, Olney, Illinois from Landlord.

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

1. The Landlord hereby subleases to Tenant premises consisting of 99 square feet located at 216 East Main Street, Olney, Illinois, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room, for a term commencing 12:01 p.m. of July 1, 2004 and terminating 12:01 p.m. of June 30, 2005, at a rental of \$125 per month, payable on the 1st day of each month at the beginning of the month, first payment to be made on this 1st day of July, and like payment of \$125 on the 1st day of each month thereafter.
2. Tenant hereby takes the sublease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this sublease, or renewal thereof, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Landlord will arrange for and pay for utility services (electric, gas, water, and sewer) to be used on the premises, including operation of air conditioning. Tenant will arrange for all other utility services, including but not limited to telephone and janitorial services.
6. During the term hereof, or renewal hereof, if any, Landlord will, at its expense, maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this sublease and any renewal hereof, Tenant will, at its expense, maintain in good repair all other parts of the premises subleased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.

7. Tenant agrees that it will not assign this sublease or renewal hereof nor will it let or sublet the premises during the term of this sublease or renewal hereof. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the subleased premises which shall create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises subleased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title, and interest of the Landlord in and to said premises and building.
8. Landlord shall have free access to the premises hereby subleased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the subleased premises notices of "For Sale" or "To Rent".
9. Tenant will keep the premises in a clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State, and Municipal laws and regulations concerning same.
10. The provisions of this sublease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives, and assigns.
11. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby subleased, either with or without process of law, and repossess the same and distraint for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default, Tenant and all persons in possession under Tenant shall be deemed guilty of forcible retainer of the premises under the Statute.
12. Tenant agrees that during the term of this sublease at its expense, it shall carry liability insurance with a company acceptable to Landlord providing for a minimum of \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
13. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.
14. Landlord's covenants that Tenant paying the rent and performing all the covenants hereof, shall have an may peaceable and quietly have, hold and enjoy the subleased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this sublease.
15. All improvement work completed on behalf or for the use of the Tenant shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

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

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____

LOCAL WORKFORCE INVESTMENT BOARD

By _____

Agenda Item #10

Bid Committee Report

Bid Committee Report

April 20, 2004

IECC

1. Phase 7 – Carryover Projects – All Campuses

Frontier Community College

1. New Classrooms and Toilets – Workforce Development Center

TO: Board of Trustees
FROM: Roger Browning
Re: Phase 7 – Carryover Projects – All Campuses
DATE: April 20, 2004

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

Division I	General Work -	Kieffer Bros., Mt. Carmel, IL	\$305,000.00
Division II	Electric Work -	Tracy Electric, Lawrenceville, IL	\$544,521.00

Bid tabulation sheet is attached.

PROJECT SCOPE:

Work includes, but is not limited to, sidewalk replacement and construction at Lincoln Trail College and Frontier Community College, floor covering replacement (carpet, vct, ceramic tile) at Lincoln Trail College, fire alarm replacement at Olney Central College and Wabash Valley College, ceiling tile replacement and associated lighting and hvac work at Wabash Valley College, interior lighting replacement and new site lighting at Frontier Community College.

Source of Funds: Phase 7 Carry Over Funds

The "Advertisement for Bids" was placed in the Daily Republican Register, Olney Daily Mail, Robinson Daily News and Wayne County Press, for one (1) day.

IMAGE ARCHITECTS INC.

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

Bid Tabulation

**Monday, April 12, 2004 at 2:00 p.m.
I.E.C.C. District Office**

DIVISION I – GENERAL WORK

BIDDER	BID SECURITY	ADDENDA NO. 1,2,3,4,5	BASE BID	ALT. BID G-1 (Remove & dispose of exist. carpet in areas where new floor covering is to be installed at LTC) ADD	ALT. BID G-2 (Remove & dispose of exist. carpet in LTC Bookstore Storage & install new carpet) ADD
Kieffer Bros. Construction Co. Mt. Carmel, IL	5% Bid bond	1,2,3,4,5	\$305,000.00	\$9,000.00	\$2,000.00
E.H. Montgomery Construction Co. Vincennes, IN	-----	-----	No Bid	-----	-----
Lipps Construction Co. Mt. Vernon, IL	-----	-----	No Bid	-----	-----

image Architects inc



1118 West Main Street P.O. Box 660 Carbondale, Illinois 62901
310 Broadway Suite 7 Cape Girardeau, Missouri 63701

618.457.2128 618.549.5725 fax
673.384.8668 673.334.1178 fax

April 16, 2004

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

Re: Protection, Health & Safety Compliance Work
Phase 7 Carryover Projects
Illinois Eastern Community Colleges District No. 529
Olney, Illinois

Dear Mr. Browning:

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


General Work Keffer Brothers Construction \$ 305,000.00

Note that this is for Base Bid only.

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

Sincerely,

IMAGE ARCHITECTS INC.


Marion J. Poggas, AIA
President

MJP/smw

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

DIVISION II – ELECTRICAL WORK

BIDDER	BID SECURITY	ADDEN . 1,2,3	BASE BID	ALT. BID E-1 Replace ltg. in FCC Workforce Dev. Bldg., east side south end ADD	ALT. BID E-2 Replace ltg. in FCC Workforce Dev. Bldg., east side north end ADD	ALT. BID E-3 Fire alarm systems at OCC & WVC, mfrd. by Faraday Harrington Signal Inc. ADD or DEDUCT	ALT. BID E-4 Fire alarm systems at OCC & WVC, mfrd. by Pyrotronics Fire Systems ADD or DEDUCT	ALT. BID E-5 Fire alarm systems at OCC & WVC, mfrd. by Simplex Time Recorder Co. ADD or DEDUCT
S.K. Smith Electric, Inc. Mt. Carmel, IL	-----	-----	NO BID	-----	-----	-----	-----	-----
Tracy Electric Lawrenceville, IL	CC \$27,226.05		\$483,675.00	\$32,689.00	\$28,157.00	Deduct \$12,000.00	Deduct \$1,000.00	Deduct \$9,000.00
DWJ Electric (Kieffer) Mt. Carmel, IL	5% Bid Bond	1,2,3,4	\$547,340.00	\$24,010.00	\$23,427.00	NO BID	NO BID	NO BID

image Architects inc



1118 West Main Street P.O. Box 850 Carbondale, Illinois 62901
310 Broadway Suite 7 Cape Girardeau, Missouri 63701

618.457.2128 618.549.5725 fax
573.334.6666 573.334.1178 fax

April 15, 2004

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

Re: Protection, Health & Safety Compliance Work
Phase 7 Carryover Projects
Illinois Eastern Community Colleges District No. 529
Olney, Illinois

Dear Mr. Browning:

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

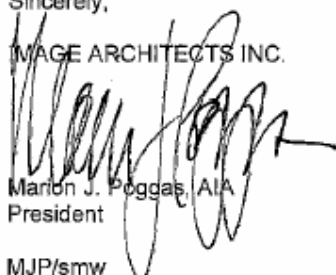
Electrical Work Tracy Electric, Lawrenceville, Illinois \$ 544,521.00

Note that the Electrical Work includes Base Bid for the amount of \$483,675.00 and Alternate Bids E-1 and E-2 for the amounts of \$32,689.00 and \$28,157.00 respectively.

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

Sincerely,

IMAGE ARCHITECTS INC.


Marion J. Poggas, AIA
President

MJP/smw

TO: Board of Trustees
FROM: Roger Browning
Re: New Classrooms and Restrooms – Workforce Development Center - FCC
DATE: April 20, 2004

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

General Work - K. Wohltman Const., Inc., Effingham, IL \$156,950.00

Bid tabulation sheet is attached.

PROJECT SCOPE:

Work includes but is not limited to: Construction of a new classrooms, offices and restrooms in the Workforce Development Center, Frontier Community College, to consist of selective demolition, new general construction, and associated plumbing, heating, and electrical work.

Source of Funds: Local

The "Advertisement for Bids" was placed in the Daily Republican Register, Olney Daily Mail, Robinson Daily News and Wayne County Press, for one (1) day.

IMAGE ARCHITECTS INC.

**NEW CLASSROOMS AND TOILETS
ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE
WORKFORCE DEVELOPMENT CENTER
FAIRFIELD, ILLINOIS**

Bid Tabulation

**Monday, April 12, 2004 at 2:00 p.m.
I.E.C.C. District Office**

DIVISION I – GENERAL WORK

BIDDER	BID SECURITY	ADDENDA 1, 2	BASE BID	ALT. BID NO. 1 Rough-in soil, waste, & vent piping ADD
Kieffer Bros. Const. Co. Mt. Carmel, IL	5% Bid Bond	X	\$157,500.00	\$4,500.00
K. Wohltman Const., Inc. Effingham, IL	5% Bid Bond	X	\$153,450.00	\$3,500.00
Floyde Black Const. Co. Mt. Vernon, IL	5% Bid Bond	X	\$169,700.00	\$3,737.00
E.H. Montgomery Const. Co., Inc. Vincennes, IN	5% Bid Bond	X	\$161,150.00	\$2,600.00
Puntney & Walker Const. Co. Crossville, IL	-----	-----	NO BID	-----
Lipps Construction Co. Mt. Vernon, IL	5% Bid Bond	X	\$169,000.00	\$3,200.00

image Architects inc



1118 West Main Street P.O. Box 850 Carbondale, Illinois 62901
310 Broadway Suite 7 Cape Girardeau, Missouri 63701

618.457.2128 618.549.5725 fax
573.334.8666 573.334.1178 fax

April 15, 2004

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

Re: New Classrooms and Toilets
Illinois Eastern Community Colleges
Frontier Community College
Fairfield, Illinois

Dear Mr. Browning:

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

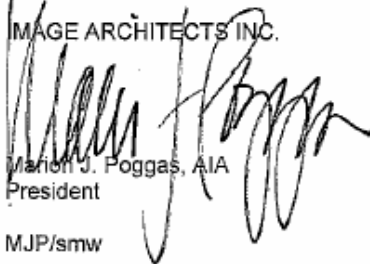
General Work K. Wohltman Const., Inc., Effingham, IL \$ 156,950.00

Note that the amount includes Base Bid for the amount of \$153,450.00 and Alternate Bid No. 1 for the amount of \$3,500.00.

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

Sincerely,

IMAGE ARCHITECTS INC.


Marion J. Poggas, AIA
President

MJP/smw

Agenda Item #11

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

TREASURER'S REPORT March 31, 2004

FUND	BALANCE
Educational	\$881,565.17
Operations & Maintenance	\$145,171.47
Operations & Maintenance (Restricted)	\$772,716.34
Bond & Interest	\$83,173.17
Auxiliary	\$219,491.38
Restricted Purposes	\$161,417.54
Working Cash	(\$313.57)
Trust & Agency	\$327,954.69
Audit	\$1,899.67
Liability, Protection & Settlement	\$394,999.03
TOTAL ALL FUNDS	\$2,988,074.89

Respectfully submitted,

Marilyn Grove, Treasurer

ILLINOIS EASTERN COMMUNITY COL
 Combined Balance Sheet--All Fund Types and Account Groups
 31-MAR-2004
 (With comparative totals for 30-JUN-2003)
 (amounts expressed in dollars)

	ALL FUNDS
	Current Year 2004
ASSETS and OTHER DEBITS:	
ASSETS:	
CASH	2,988,075
IMPREST FUND	21,500
CHECK CLEARING	2,000
INVESTMENTS	10,791,000
RECEIVABLES	1,594,725
ACCRUED REVENUE	
INTERFUND RECEIVABLES	
INVENTORY	506,178
TOTAL ASSETS AND OTHER DEBITS:	15,903,478
Liabilities, equity and other credits	
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	11,748
ACCOUNTS PAYABLE	-454,802
ACCRUED EXPENSE	
INTERFUND PAYABLES	139,950
DEFERRED REVENUE	
OTHER LIABILITIES	662,340
TOTAL LIABILITIES:	359,236
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	1,336,051
PR YR BDGTD CHANGE TO FUND	397,259
BALANCE	
Fund Balances:	
FUND BALANCE	10,138,188
RESERVE FOR ENCUMBRANCES	3,672,744
TOTAL EQUITY AND OTHER CREDITS:	15,544,242
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:	15,903,478

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Statement of Revenues, Expenses,
and Changes in Net Assets
AS OF 31-MAR-2004

ALL FUNDS

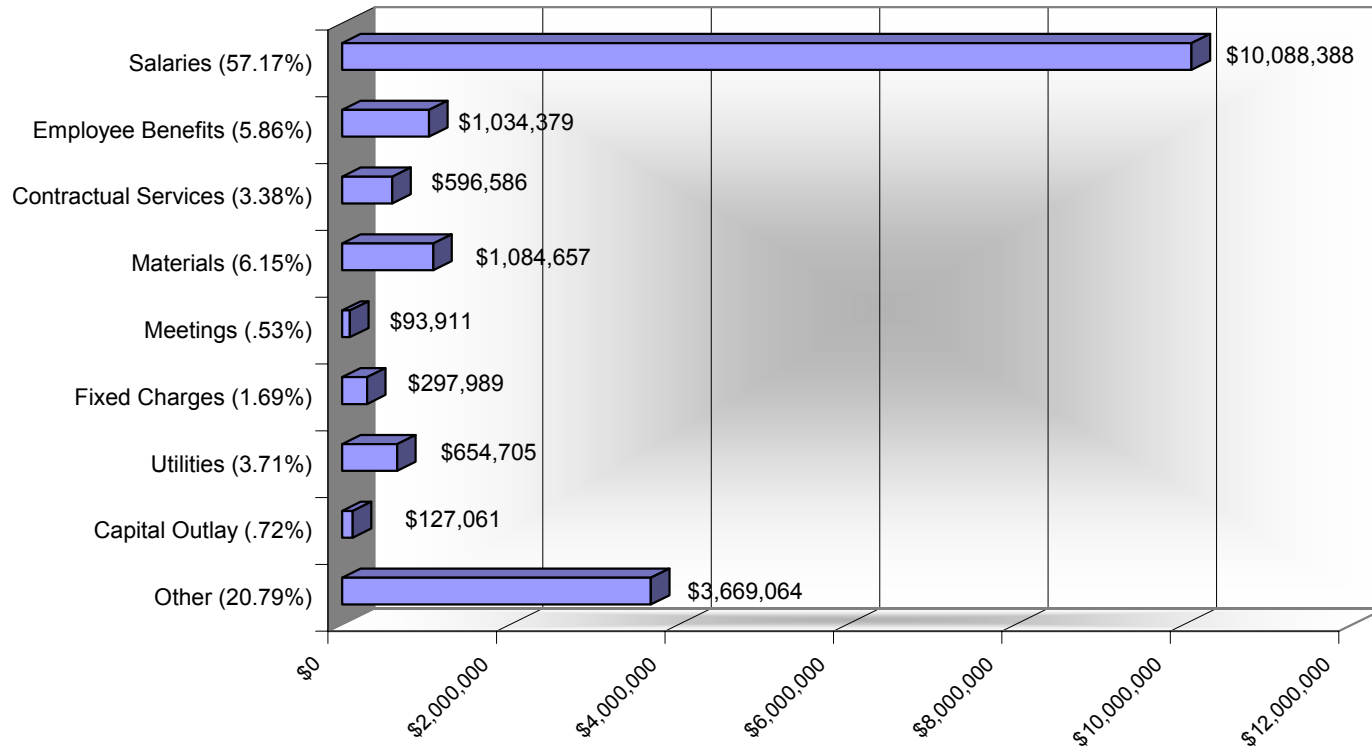
	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	4,563,082
STATE GOVT SOURCES	10,120,060
STUDENT TUITION & FEES	8,747,529
SALES & SERVICE FEES	2,154,996
FACILITIES REVENUE	26,578
INVESTMENT REVENUE	135,631
OTHER REVENUES	57,330
DUMY	0
TOTAL REVENUES:	<u>25,805,206</u>
EXPENDITURES:	
INSTRUCTION	7,379,857
ACADEMIC SUPPORT	366,383
STUDENT SERVICES	886,783
PUBLIC SERV/CONT ED	65,236
OPER & MAINT PLANT	1,779,394
INSTITUTIONAL SUPPORT	7,321,384
SCH/STUDENT GRNT/WAIVERS	3,627,074
AUXILIARY SERVICES	1,945,423
TOTAL EXPENDITURES:	<u>23,371,532</u>
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	<u>734,262</u>
TOTAL TRANSFERS AMONG FUNDS:	734,262
NET INCREASE/DECREASE IN NET ASSETS	<u>1,699,412</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS
COMPARISON REPORT FY02-04

College	Category	FISCAL YEAR 2002			FISCAL YEAR 2003			FISCAL YEAR 2004				Summer & Fall Hours	Cost per Semester Hour
		Annual Budget	Spent Thru March	% of Bdgt	Annual Budget	Spent Thru March	% of Bdgt	Annual Budget	Spent Thru March	% of Bdgt	% of Year		
Frontier	Bills		\$1,040,538			\$1,381,987		\$1,252,361					
	Payroll		1,346,401			1,439,580		1,453,981					
	Totals	\$3,284,528	2,386,939	73%	\$3,338,586	2,821,567	85%	\$3,447,831	2,706,342	78%	75%		
Lincoln Trail	Bills		836,841			899,343		947,011					
	Payroll		1,837,476			1,732,584		1,737,931					
	Totals	3,637,973	2,674,317	74%	3,415,527	2,631,927	77%	3,525,000	2,684,942	76%	75%		
Olney Central	Bills		1,137,188			1,292,046		1,486,218					
	Payroll		2,606,250			2,752,882		2,819,631					
	Totals	4,927,734	3,743,438	76%	5,197,559	4,044,928	78%	5,439,923	4,305,849	79%	75%		
Wabash Valley	Bills		893,624			1,290,409		1,299,591					
	Payroll		2,108,194			2,139,842		2,214,487					
	Totals	4,058,086	3,001,818	74%	4,013,571	3,430,251	85%	4,241,682	3,514,078	83%	75%		
Workforce Educ.	Bills		946,856			830,330		1,031,302					
	Payroll		749,676			724,467		747,188					
	Totals	2,425,081	1,696,532	70%	2,129,290	1,554,797	73%	2,544,773	1,778,490	70%	75%		
District Office	Bills		180,809			224,196		175,435					
	Payroll		640,154			649,248		650,097					
	Totals	1,230,418	820,963	67%	1,252,323	873,444	70%	1,169,354	825,532	71%	75%		
District Wide	Bills		1,230,309			1,344,715		1,366,433					
	Payroll		427,764			411,874		465,074					
	Totals	2,926,982	1,658,073	57%	3,586,335	1,756,589	49%	3,404,529	1,831,507	54%	75%		
O & M	Bills												
	Payroll												
	Totals												
GRAND TOTALS		\$22,490,802	\$15,982,080	71%	\$22,933,191	\$17,113,503	75%	\$23,773,092	\$17,646,740	74%	75%		

Excludes DOC

Illinois Eastern Community Colleges FY2004 Operating Funds



Illinois Eastern Community Colleges Dist. #529

As of March 31, 2004 - \$17,646,740

Agenda Item #12

Agenda Item #12

Chief Executive Officer's Report

Agenda Item #13

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

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

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry Bruce
DATE: April 16, 2004
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1., 400.2., 400.3., 400.4. and 400.5. will be mailed under separate cover.

aj

Attachments

INDEX

400.1. Employment of Personnel

400.2. Change in Status

400.3. Leave Request (external report)

400.4. Resignations

400.5. Retirements

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Drew Tucker, Art Instructor
2. Robyn Thessing, Life Science Instructor, contingent upon receipt of Master's Degree
3. Lori Phillips, Nursing Instructor
4. Mary Stewart, Nursing Instructor, contingent upon receipt of Master's Degree

B. Classified

1. Debra Fuhrman, Custodian, WVC
2. Dan Leggitt, Groundskeeper, LTC
3. Tiffany Keller, Program Advisor (GR), Educational Talent Search, DO

400.2. Change in Status

A. Classified

1. Janet Pflaum, Business Office Clerk, DO, to Office Assistant, DO, effective May 20, 2004.

400.3. Leave Request (external report)

400.4. Resignations

A. Faculty

1. Tiffany Devine, Chemistry Instructor, OCC, effective June 1, 2004.
2. Steven Higgins, English Instructor, OCC, effective May 15, 2004.

400.5. Retirements

A. Faculty

1. Daniel Polgar, Physics Instructor, LTC, effective May 17, 2004.
2. Lucille Lance, Social Science Instructor, OCC, effective May 15, 2004.

Agenda Item #16

Agenda Item #16

Collective Bargaining

Agenda Item #17

Agenda Item #17

Litigation

Agenda Item #18

Agenda Item #18

Acquisition and Disposition of Property

Agenda Item #19

Agenda Item #19

Other Items

Agenda Item #20

Agenda Item #20

Adjournment

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

	Estimated Budget										
Data Center Acquistics & HVAC Upgrade DO	\$39,325	████████████████████									
Carpet Replacement LTC	\$225,060	████████████████████									
Sidewalk Replacement/Upgrade LTC & FCC	\$88,330	████████████████████									
Fire Alarm & Lighting Upgrades OCC, WVC & FCC	\$554,180	████████████████████									
Ceiling Replacement WVC	\$173,030	████████████████████									
GRAND TOTAL	\$1,079,925		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted

3/31/2004