ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES MONTHLY MEETING

December 12, 2006



Location:

Frontier Community College Frontier Drive Fairfield, IL 62837

Dinner – 6:00 p.m. – Foundation Hall Meeting – 7:00 p.m. – Foundation Hall

Illinois Eastern Community Colleges Board Agenda

December 12, 2006 7:00 p.m. Frontier Community College

1. 2. 3.	Call to Order & Roll Call	CEO Bruce
4.	Public Comment	
5.	Reports A. Trustees B. Presidents C. Cabinet Coal Mining Technology/Telecom	
6.	Policy First Reading (and Possible Approval)	Bruce
7.	Policy Second ReadingA. None	Bruce
8. S	Staff Recommendations for Approval	
A. I	Lewis and Clark Joint Agreement	Cantwell
B. I	Biennial Review Report	Cantwell
	2007-2008 Scheduled Holidays	
D. I	Phlebotomy Affiliation Agreement – Gibson General Hospital – Princeton, IN	Bruce
	Phlebotomy Affiliation Agreement – Good Samaritan Hospital – Mt. Vernon, IL	
	Phlebotomy Affiliation Agreement – St. Mary's Hospital – Centralia, IL	
	Resolution on Board Election	
	Payment of End of Year Bills	
	Adoption of 2007 Meeting Dates	
9. B	Bid Committee Report	
	A. None	

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

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Olney, Illinois, <u>Tuesday</u>, <u>November 21, 2006</u>.

<u>AGENDA #1 – "Call to Order & Roll Call"</u> – Mr. James W. Lane, Jr., Chairman, who chaired the meeting, called the meeting to order at 7:15 p.m. and directed the Board Secretary, Mr. Harry Hillis, Jr., to call the roll.

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

Mrs. Brenda K. Culver, Dr. George Andrew Fischer, Mr. Walter L. Koertge, Mr. James W. Lane, Jr., Dr. Larry Rost, Mr. Kevin C. Williams, Miss Marilyn J. Wolfe. Also present was Ms. Jessica Lowe, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(<u>Note</u>: 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.

Ms. Beverly Turkal, Interim President of Lincoln Trail College.

Mr. Roger Browning, Chief Finance Officer & Treasurer.

Mrs. Tara Buerster, Director of Human Resources.

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

Mr. Alex Cline, Director of Information & Communications Technology.

Ms. Pamela Schwartz, Associate Dean of Institutional Development.

Mr. George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

BITS – Business Industry Training Services

DO – District Office

DOC – Department of Corrections

DRS – Division of Rehabilitation Services

FCC - Frontier Community College

HLC - Higher Learning Commission

ICCB - Illinois Community College Board

ICCTA - Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges

IECCEA – Illinois Eastern Community Colleges Education Association

LCC – Lawrence Correctional Center

LTC – Lincoln Trail College

LWIB - Local Workforce Investment Board

OCC – Olney Central College

PHS – Protection, Health & Safety

RCC – Robinson Correctional Center

SURS – State Universities Retirement System

WED – Workforce Education

WVC – Wabash Valley College

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes of the regular meeting, Tuesday, October 17, 2006, were presented for disposition.

Board Action: Dr. Fischer made a motion to approve minutes of the foregoing meeting as prepared. Dr. 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 carried.

AGENDA #3 – "Recognition of Visitors & Guests" –

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

#3-B. IECCEA Representative: None.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

#5-A. Report from Trustees: Marilyn Wolfe reported on a meeting relative to formation of a region of Southern Illinois Counties for broadband coverage.

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

#5-C. Report from Cabinet: None.

AGENDA #6 - "Policy First Readings (and Possible Approval)" - None.

AGENDA #7 - "Policy Second Readings" - None.

<u>AGENDA #8 – "Staff Recommendations for Approval"</u> – The following staff recommendations were presented for approval.

#8-A. Certification of Compliance: Mr. Browning reviewed the Certificate of Compliance with the Truth in Taxation Law. The CEO recommended approval for the Chairman to sign the Truth in Taxation Certificate of Compliance, containing the following statements relative to this community college district:

"I, the undersigned, hereby certify that I am the presiding office of the Board of Trustees of Illinois Eastern Community Colleges, Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation" law. The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached."

Board Action: Miss Wolfe made a motion to approve the Certificate of Compliance with the Truth in Taxation Law and authorize the Chairman to sign the certificate as recommended. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-B. Certificate of Tax Levy: Mr. Browning reviewed the Certificate of Tax Levy, showing the following sums to be levied on the taxable property of this community college district:

Educational Purposes \$2,100,000; Operations & Maintenance Purposes \$900,000; Local Government & Governmental Employees Tort Immunity Act purposes \$110,000; Social Security & Medicare Insurance purposes \$190,000; Financial Audit purposes \$20,000; Worker's Compensation & Unemployment purposes \$210,000. Number of bond issues of the community college district which have not been paid in full: 1.

The Certificate of Tax Levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December 2006.

Board Action: Ms. Lowe made a motion to approve the Certificate of Tax Levy as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-C. Designation of Tax Levy Year: Mr. Browning reviewed certain GASB guidelines regarding tax levies. Under guidelines established by the Governmental Accounting Standards Board (GASB), governmental entities may designate the fiscal year that their tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap our school year and fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied for the year 2006 will be collected late in calendar year 2007 and that such levy will be allocated 100% to fiscal year 2008.

The CEO recommended adoption of the following resolution.

Resolution Setting Forth Tax Levies for 2006

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2006 concerning tax levies and extensions.

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

That the sum of Two Million One Hundred Thousand Dollars (\$2,100,000) be levied as a tax for Educational purposes; and the sum of Nine Hundred Thousand Dollars (\$900,000) be levied as a tax for Operations and Maintenance purposes; and the sum of One Hundred Ninety Thousand Dollars (\$190,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Twenty Thousand Dollars (\$20,000) be levied as a special tax for Financial Audit purposes; and the sum of One Hundred Ten Thousand Dollars (\$110,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Two Hundred Ten Thousand Dollars

(\$210,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, for the year 2006 to be collected in the year 2007; and that the levy for the year 2006 be allocated 100% for Fiscal Year 2008.

Board Action: Mr. Koertge made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-D. 2+2 Agreement with SIU-Edwardsville: The CEO presented a 2 + 2 Nursing Program Articulation Agreement with Southern Illinois University at Edwardsville. The purpose of this articulation agreement is to provide a mechanism whereby individuals graduating with the degree of Associate in Applied Science in Nursing from Illinois Eastern Community Colleges, Olney Central College, will be eligible to complete the requirements for a B.S. degree in Nursing for Registered Nurses at Southern Illinois University-Edwardsville. The CEO recommended approval of the 2 + 2 Nursing Program Articulation Agreement with Southern Illinois University-Edwardsville as presented.

Board Action: Mrs. Culver made a motion to approve the 2+2 Articulation Agreement with SIU-Edwardsville as recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-E. IECC Report on Assessment: Amie Mayhall reviewed the new IECC Report on Assessment. Prior to last year's Higher Learning Commission Accreditation Visit, IECC faculty and staff began the implementation of assessment of student learning. By the time of the arrival of the HLC team in April of 2005, IECC faculty and staff had made significant progress toward implementing student assessment. Following the HLC visit, Chris Cantwell, Associate Dean of Academic and Student Support Services, and Kathy Pampe, Associate Dean of Career and Technical Education, implemented a plan to enhance a program of assessment. With the Board's support, money was set aside for the hiring of a team of faculty members to lead the student assessment efforts. The faculty team is led by Amie Mayhall, and she is assisted by a faculty member on each campus. They are Nixie Hnetkovsky, FCC; Travis Matthews, LTC; Kelly Payne, OCC; and Mark Pettigrew, WVC. A report of IECC's assessment efforts has been prepared by this team and was presented to the Board for its review and acceptance. The report sets forth the following accomplishments:

Establishment of a District-wide Curriculum Discipline committee.

Establishment of a Career and Technical Education committee.

Updated and Approved Syllabi accessible to all faculty and staff on the Intranet.

Assessment Plans and Results were made accessible on the Intranet.

Formation of a General Education Assessment committee.

Development of an Institutional Effectiveness Plan for Institutional Assessment.

Completion by Faculty of a Classroom Assessment Inventory reporting form.

A web-based Assessment ToolKit provided an accessible channel for feedback and assessment of student learning.

A Student Learning Outcomes survey was developed and administered to over 3,000 students.

Career and Technical Education Advisory Councils were revised and upgraded.

Faculty developed syllabi which included measurable student learning outcomes.

Directors of the Libraries developed a program to meet student needs and improve student learning.

Levels of assessment include classroom assessment, course assessment, program assessment, curriculum discipline assessment, general education outcome, and institutional effectiveness to gauge the overall experience of education at IECC.

<u>Board Action:</u> Mr. Williams made a motion to accept the IECC Report on Assessment as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-F. Stericycle Service Agreement: IECC's Nursing Program generates regulated medical waste which must be disposed of properly. Stericycle Inc. of Bannockburn, Illinois has submitted a contract under which they will make quarterly pick-ups of medical waste generated by the nursing program. Stericycle will collect, transport and treat the regulated medical waste as defined under federal, state, or local laws, rules, regulations, and guidelines. IECC will be required to classify, package, and label the regulated medical waste appropriately. Stericycle will charge IECC \$45.05 per month for this quarterly pick-up. The term of the contract is for twelve months and will automatically renew for equal terms unless 60 days prior notice is given. The CEO recommended approval of the contract with Stericycle Inc.

<u>Board Action:</u> Mrs. Culver made a motion to approve the Stericycle Service Agreement as recommended. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-G. Lincoln Land Agri-Energy Tax Abatement: The Robinson City Council has asked that the Illinois Eastern Community Colleges' Board of Trustees approve a resolution continuing the tax abatement on real property located within the Robinson Enterprise Zone. The Board of Trustees adopted a similar resolution on May 17, 2005. After adoption, the resolution was submitted to, but not filed by, the appropriate parties. The abatement only relates to new improvements and the improvement project must be located within the District, and the abatement cannot exceed the amount attributable to the improvements, and is only allowed for commercial and industrial property. Abatement shall be at the rate of 100% of taxes for a period of five years. The CEO recommended adoption of the resolution as presented.

Board Action: Dr. Fischer made a motion to approve the Robinson Tax Abatement resolution as recommended. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair trustees voted as follows:

Mrs. Culver, yea; Dr. Fischer, yea; Mr. Koertge, nay; Mr. Lane, yea; Dr. Rost, yea; Mr. Williams, nay; Miss Wolfe, yea. Student advisory vote: Yea. Trustees absent: None. The motion having received 5 yea votes and 2 nay votes, the Chair declared the motion carried.

#8-H. Affiliation Agreement with Lawrence County Memorial Hospital: IECC wishes to enter into a new affiliation agreement with the Lawrence County Memorial Hospital, located in Lawrenceville, Illinois. This new affiliation agreement for the Phlebotomy Program the standard affiliation agreement utilized by the District. The CEO recommended approval.

<u>Board Action:</u> Mr. Williams made a motion to approve the affiliation agreement with Lawrence County Memorial Hospital as recommended. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-I. Van Lease for Lincoln Trail College: The Lincoln Trail College Foundation has agreed to lease a van to Lincoln Trail College under the terms of the lease agreement with option to purchase which follows.

This agreement entered into the ____ day of November, 2006, by and between the Lincoln Trail College Foundation, Robinson, Illinois, hereinafter referred to as "Lessor" and Illinois Eastern Community Colleges, Olney, Illinois, hereinafter referred to as "Lessee".

The parties hereto desire to enter into Agreement whereby Lessor shall provide to Lessee the following described property:

2005 Chrysler Town & Country Minivan, 26,786 miles, VIN 2C4GP44R85R558489 The consideration to be paid for the lease shall be \$15,300, plus 4.5% simple interest to reflect a total lease amount, including interest, of \$16,697.19, payable as follows:

- 1. Three payments of \$5,565.73, to be due and payable on the 15th day of July 2007, 2008, and 2009.
- 2. The final payment, due July 15, 2009, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments.
- 3. Lessee is hereby given the option of purchasing the above referenced vehicle for an additional one dollar (\$1.00) to be paid with the final payment.
- 4. For and during the term of the lease, title to the above referenced vehicle shall be reflected in the name of the Lessor.
 - 5. During the term of the lease, the Lessee takes full responsibility for the following obligations:
 - a. To provide and pay for all necessary expenses to operate the leased vehicle.
- b. To maintain said vehicle in a state of good repair, subject only to normal wear associated with the operation of same for college purposes, to include all routine and major maintenance of all kinds.
 - c. To maintain proper insurance on said vehicle.

Amend on Face: Upon recommendation of the CEO and without objection the Chair directed that the Lease document be amended on its face to show the vehicle to be a 2005 Chrysler Town & Country Minivan and not a 2006 vehicle as listed.

Board Action: Miss Wolfe made a motion to approve the van lease between the LTC Foundation and LTC as amended and recommended. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

#8-J. Recognition of Outstanding Service: The CEO presented the following resolution and recommended its adoption:

Resolution

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

WHEREAS Harry Benson received his Bachelors Degree in History from Millsaps College in Jackson, Mississippi and received his Masters Degree in British History from the University of Southern Mississippi; and received his Ph.D. in American History from the University of Virginia; and

WHEREAS Harry Benson taught in the Mississippi Public School System for two years; and

WHEREAS Harry Benson taught History and Political Science at Maysville Community College in Northern Kentucky for two years; and

WHEREAS Harry Benson served as Dean of Instruction at Maysville Community college for nine years; and

WHEREAS Harry Benson began service as President of Wabash Valley College on September 1, 1985; and

WHEREAS during his service as President, Harry Benson gave guidance to the members of the faculty and staff of Wabash Valley College and always considered the needs of students foremost in his service to the college and the college district; and

WHEREAS Harry Benson consistently worked to instill a sense of pride within the college; and

WHEREAS Harry Benson has been a tireless leader in re-accreditation of Wabash Valley College and the Illinois Eastern Community College District during multiple visits from the North Central Association and now the Higher Learning Commission; and

WHEREAS Harry Benson provided outstanding leadership and guidance in his service as the Editor-In-Chief of IECC's Self-Study for the April 2005 re-accreditation visit; and

WHEREAS Harry Benson's efforts with the District's team during the 2005 visit led to the District being re-accredited by the High Learning Commission until 2015; and

WHEREAS Harry Benson has overseen extensive physical improvements at Wabash Valley College during his years as President that include a new Industrial Studies Building, extensive renovation of the building to house Agricultural Technology, and the air-conditioning of the Spencer Sports Center, to mention only the most notable changes; and

WHEREAS Harry Benson has worked closely with the Wabash Valley College Foundation which provides substantial support to the students and to the college because of his continuing efforts with the Foundation, including the construction and gift of the International Building; and

WHEREAS Harry Benson has served with great distinction during his time at Wabash Valley College as President until his retirement on January 31, 2007; and

WHEREAS Harry Benson has devoted a lifetime to the field of education serving as a public school teacher, a community college instructor, a community college Dean of Instruction, and as President of Wabash Valley College; and

THEREFORE the Board of Trustees, Community College District #529 extends their heartfelt thanks to Harry Benson for his service to Wabash Valley College and to Illinois Eastern Community Colleges.

AND FURTHER, HEREBY DESIGNATES Harry Benson **President Emeritus of Wabash Valley College** with all the rights, privileges and obligations pertaining thereto.

<u>Board Action:</u> Dr. Fischer made a motion to adopt the foregoing resolution as recommended. Mr. Williams seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

AGENDA #9 – "Bid Committee Report" –

- #9-A. IECC Long Distance Telephone Service Provider: The CFO presented the recommendation of the Bid Committee to accept the bid of Sprint located in Lenexa, Kansas, for a two (2) year contract for an estimated annual charge of \$14,331.60. Source of Funds: Education Fund. Department: District Wide. The CEO recommended approval.
- **<u>Board Action:</u>** Dr. Fischer made a motion to approve the bid of Sprint for long distance telephone service as recommended. Ms. Lowe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:
- Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.
- #9-B. OCC 15 Passenger Van: The CFO presented the recommendation of the Bid Committee to accept the bid of <u>Eagleson Automotive Center</u>, Olney, IL, for a 2006 Chevy Express 15-passenger van with 9,076 miles for a total bid of <u>\$19,337.00</u>. Source of Funds: Educational Fund/Athletic Transfer Fund. Department: Athletics/Faculty/Staff. The CEO recommended approval.
- **Board Action:** Mrs. Culver made a motion to approve the recommendation of the Bid Committee for purchase of a 15 passenger van for OCC as recommended. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:
- Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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 \$1,515,254.46, as of October 31, 2006.
- **#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for November 2006, totaling \$661,999.65, were presented for approval.
- <u>Board Approval for Payment of Financial Obligations:</u> Miss Wolfe made a motion to approve payment of district financial obligations for November 2006, in the amounts listed, and payments from the revolving fund for October 2006. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:
- Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.
- <u>AGENDA #11 "Chief Executive Officer's Report"</u> Mr. Bruce presented an informational update on the new session of the Illinois General Assembly.

AGENDA #12 – "Executive Session" – The CEO recommended that an executive session be held, under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, [including hearing testimony on a complaint lodged against an employee to determine its validity]; and, under Section 2(c)(2) of the Open Meetings Act to consider collective negotiating matters.

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

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and an executive session was held beginning at 8:18 p.m.

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

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

<u>AGENDA #13 – "Approval of Executive Session Minutes"</u> – The Board of Trustees <u>did not</u> hold an executive session at the regular meeting, Tuesday, October 17, 2006.

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

400.1. Employment of Personnel

- A. Professional/Non-Faculty
 - 1. Deana Palmer, Director of Cosmetology, OCC, effective November 27, 2006.

400.2 Change in Status

A. Classified

- 1. Doris Duckworth, Administrative Assistant, Allied Health, OCC, to Program Advisor, Allied Health, OCC, effective November 21, 2006.
- 2. Tamara Fehrenbacher, Administrative Assistant, Allied Health, OCC, to Program Advisor, Allied Health, OCC, effective November 21, 2006.
- 3. Cheryl Knight, Administrative Assistant, Allied Health, OCC, to Program Advisor, Allied Health, OCC, effective November 21, 2006.
- 4. Vavette Sexton, Administrative Assistant, Allied Health, OCC, to Program Advisor, Allied Health, OCC, effective November 21, 2006.
- 5. Ida McVaigh, Youthful Offender Program Counselor, LTC/RCC, to Bookstore Clerk, WVC, effective November 1, 2006.

400.3 Leave of Absence approved by CEO since October 17, 2006

A. None.

400.4. Request for Approval of Proposed Non-College Employment

A. Faculty
Patricia Owens, St. Mary's School, Mt. Carmel, IL, approximate time Volunteer as Needed.

400.5. Special Assignment

A. District Office – Extra-Curricular – 2006-07

Nixie Hnetkovsky, Faculty Coordinator of Student Learning Assessment – FCC – \$2,000. Travis Matthews, Faculty Coordinator of Student Learning Assessment – LTC – \$2,000. Kelly Payne, Faculty Coordinator of Student Learning Assessment – OCC – \$2,000. Mark Pettigrew, Faculty Coordinator of Student Learning Assessment – WVC – \$2,000.

Personnel Report Addendum

400.6. Resignation

- A. Classified
 - 1. Melissa Rucker, Clerk, FCC, effective November 22, 2006.
- #14-A. Board Action to Amend Personnel Report: Dr. Fischer made a motion to amend the Personnel Report, to add an addendum containing Section 400.6 as recommended. Dr. 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 that the "Ayes" have it and the motion carried.
- #14-B. Board Action to Approve Personnel Report: Dr. Fischer made a motion to approve the foregoing amended Personnel Report as recommended. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

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

AGENDA #15 – "Collective Bargaining" – None.

AGENDA #16 – "Litigation" – None.

AGENDA #17 – "Acquisition & Disposition of Property" – None.

AGENDA #18 – "Other Items" – None.

<u>AGENDA #19 – "Adjournment"</u> – Miss Wolfe made a motion to adjourn. 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 take at 9:00 p.m.	n. The Chair declared the "Ayes" have it, the motion carried, and the meeting adjourned
Approved:	Chairman:
	Secretary:

Agenda Item #1 Call to Order and Roll Call

Disposition of Minutes

Recognition of Visitors and Guests
A. Visitors and Guests
B. IECEA Representatives

Public Comment

Reports

A. Trustees

B. Presidents

C. Cabinet

Coal Mining Technology/Telecom

Policy First Reading (and Possible Approval)

Winter Break Policy Revision

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Winter Break Policy Revision

Each year the colleges close during winter break. During that time, employees are occasionally required to do work for the District. Examples of such work would be snow removal or work on the computer and electronic infrastructure.

Currently, there is no clearly defined policy on how employees should be compensated for this work. This revision states that if an employee is called in for work during the winter break, they will receive equivalent holiday time that can be utilized prior to the end of the fiscal year.

I ask the Board's approval of this policy revision.

TLB/rs

Attachment

<u>Leave and Benefit Policy - Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Agreement</u> (400.4)

Date Adopted: May 20, 1997 Revised: November 15, 2005 Revised: June 20, 2006

Revised: December 12, 2006 (pending Board approval)

The purpose of the leave and benefit policy is to describe the Board-approved leave days and benefits. Unless otherwise noted, leave days described below are not paid out upon termination.

A. <u>Sick Leave</u>. Each full-time employee shall, on the first day of employment of the employee's initial year, be granted a pro-rated share of working days up to a total of seventeen (17) sick leave days with pay.

After the initial year of employment and at the beginning of every fiscal year thereafter, each full-time employee will receive days of sick leave according to the following schedule:

Years of Continuous	Sick Leave Days	
Full-time Service	Per Year	
2-9	12	
10-15	15	
16-20	18	
21-25+	21	

Any unused sick leave days will be allowed to accumulate.

The Chief Executive Officer/Chief Operating Officer or a designee may require the employee on sick leave to provide a statement from the employee's physician. In addition, the Chief Executive Officer/Chief Operating Officer may require that the employee be examined by a physician determined by the Chief Executive Officer/Chief Operating Officer. In the latter case, the cost of the examination will be borne by the Board of Trustees.

- B. <u>Personal Leave</u>. A full-time employee shall be granted, without loss of pay or benefits, two (2) leave days per fiscal year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.
- C. <u>Required Court Appearance Leave</u>. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Part-time hourly employees: Part-time employees who 1) work 20 hours or more per week and 2) have been employed by IECC for 6 months or more will be eligible for required court appearance leave. Part-time employees who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

Part-time faculty: Part-time faculty who 1) teach at least 3 hours for the semester and 2) have been employed by IECC for more than one semester will be eligible for required court appearance leave. Part-time faculty who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

D. <u>Funeral Leave</u>. Full-time employees shall be granted funeral leave for the purpose of attending the funeral, without loss of pay, under the following terms and conditions.

<u>Three Days of Leave at Full Pay</u> – For a death within the immediate family, which means the full-time employee's spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

One Day Leave at Full Pay. For a death of a near relative.

E. <u>Leave of Absence</u>. The CEO may grant up to 2 weeks leave of absence without pay to a full-time employee. The Board may grant up to one year's leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chief Executive Officer/Chief Operating Officer not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee's unpaid leave of absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee's sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

- F. Absences Due to Attendance at Educational Meetings and Conferences. Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the employee's immediate supervisor in accordance with established guidelines. Employees authorized to represent the college or district shall be allowed expenses according to the regulations of the District.
- G. <u>Personal Emergency Leave</u>. For reasons of personal emergency, a full-time employee may use up to six days per year of accumulated sick leave. Advance approval for such leave shall be secured from the employee's immediate supervisor.
- H. Accounting. An accounting of accumulated sick leave will be made semi-annually.
- I. <u>Insurance Benefits</u>. Major medical and dental insurance shall be made available for full-time employees.

Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.

- J. <u>Modified-Time Employees</u>. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.
- K. <u>Holidays and Breaks</u>. Paid holidays for all full-time employees include Independence Day, Martin Luther King, Jr. Day, Labor Day, Presidents' Day, Columbus Day, Veterans' Day, Spring Holiday, Thanksgiving, Memorial Day, Christmas, and New Year's Day.

The administration establishes winter break for full-time employees in accordance with the academic calendar. Full-time employees who are required to work over winter break shall be given floating holiday leave equivalent to the time they were required to work over winter break. This floating holiday leave does not accumulate from year to year, and must be used prior to the end of the fiscal year during which

it is acquired. Application for such floating leave should be made five (5) days prior to the time said leave is desired to the employee's immediate supervisor.

Full-time employees shall be granted one (1) floating holiday per fiscal year. Floating holidays do not accumulate and must be used during the fiscal year. Full-time employees must have been employed before March 1 to be eligible for the floating holiday. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor (effective July 1, 2003).

Agenda Item #7 Policy Second Reading

None

Staff Recommendations for Approval

Agenda Item #8A Lewis and Clark Joint Agreement

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Joint Agreement between IECC and Lewis and Clark Community College

Illinois Eastern has a joint agreement with Lewis and Clark Community College which has been in existence for many years. It is time to update and renew this agreement. The agreement allows additional educational programs to be available to students at both Illinois Eastern and Lewis and Clark. These programs are set forth in the agreement.

Lewis and Clark has requested no changes to the existing agreement.

Illinois Eastern would like to remove from our existing agreement A.A.S. in Radiography.

I ask the Board's approval of this change and of the entire joint agreement.

TLB/rs

Attachment

A JOINT AGREEMENT FOR EDUCATION COOPERATION between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 and LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536

This agreement is made this _____ day of December, 2006 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536 for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

PURPOSE

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

INSTITUTIONAL IDENTIFICATION

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

EDUCATIONAL PROGRAMS

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 agrees to accept students from LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536, in the following programs:

Diesel Equipment Technology AAS
Mining Technology AAS

Telecommunications Technology AAS & Certificate

LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Dental Assisting Certificate
Dental Hygiene AAS/Certificate

Exercise Science AAS
Occupational Therapy Assistant AAS

Paralegal AAS/Certificate

Process Operations Technology AAS

STUDENT ENROLLMENT AND RESPONSIBILITY

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

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

The Receiving District shall be considered the home district for athletic eligibility and/or any other activity where the student officially represents an institution, as well as for Illinois State Military Scholarships and Illinois State Scholarship Commission Grants.

RECEIVING DISTRICT'S RESPONSIBILITIES

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

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

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

V. FINANCE

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

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

Procedurally, students who wish to enroll at a Receiving District in one of the programs herein identified will secure from their Sending District a letter designating them as eligible to participate in the specific program covered by this Cooperative Agreement. This letter will either be sent directly to the Receiving District or given to the student.

VI. PUBLICITY AND CATALOG

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

VII. AMENDMENTS TO AGREEMENT

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

VIII. TERMINATION

This agreement shall be terminated at any time by ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, or LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536. In the event of such termination, students who have entered the educational programs covered under this agreement shall be allowed to complete said program.

The following commit the aforementioned agencies to this joint agreement:

ILLINOIS EASTERN COMMUN District #529	NITY COLLEGES	LEWIS & CLARK COMMUNITY COLLEGE District #536	
Chief Executive Officer	Date	President	Date
Chairman, Board of Trustees	Date	Chairman, Board of Trustees	Date
Secretary, Board of Trustees	 Date	Secretary, Board of Trustees	 Date

Illinois Eastern Community Colleges and Lewis and Clark Community College do not discriminate on the basis of race, color, religion, gender, age, disability, or national origin.

Agenda Item #8B Biennial Review Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

SUBJECT: Biennial Review Report

Drug-Free Schools and Communities Act

The U.S. Department of Education, under its Drug-Free Schools and Campus Regulations, as set forth by the Education Department of General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, Illinois Eastern Community Colleges must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify the District's compliance with the Part 86 regulations, IECC is required to create a program that complies with the regulations as follows:

- 1. Prepare a written policy on alcohol and other drugs.
- 2. Develop a sound method for distribution of the policy to every student and IHE staff member each year.
- 3. Prepare a biennial report on the effectiveness of its alcohol and other drug programs and the consistency of policy enforcement.
- 4. Maintain its biennial review report on file, so that if requested to do so by the U.S. Department of Education, the campus can submit it.

Attached is IECC's 2006 Biennial Review, which sets forth the fact that the District has, in fact, complied with the regulations as set forth. I ask the Board's approval of this report.

TLB/rs

Attachment

Illinois Eastern Community Colleges

Biennial Review Report

Drug-Free Schools and Communities Act

December 6, 2006

Certification Requirements

The Drug-Free Schools and Campus Regulations, as articulated in the Education Department General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education (IHE) must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify its compliance with the Part 86 regulations, an IHE must adopt and implement a drug prevention program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by all students and employees both on its premises and as part of its activities. Creating a program that complies with the regulations requires an IHE to do the following:

- 5. Prepare a written policy on alcohol and other drugs.
- 6. Develop a sound method for distribution of the policy to every student and IHE staff member each year.
- 7. Prepare a biennial report on the effectiveness of its alcohol and other drug programs and the consistency of policy enforcement.
- 8. Maintain its biennial review report on file, so that if requested to do so by the U.S. Department of Education, the campus can submit it.

Illinois Eastern Community Colleges

Drug-Free Program and Policy

Written Policy on Alcohol and Other Drugs

Substance Abuse Policy (100.9)

The Board of Trustees recognizes the importance of a college environment, which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsered classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance.

Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials. Additionally, the Procedures Manual includes detailed procedures which are pursuant to IECC's Substance Abuse Policy (100.9) which include standards of conduct and a description of applicable legal sanctions under local, state and federal law.

<u>Drug-Free Workplace Policy (400.19)</u>

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

Biennial Review

IECC has developed and maintained a Substance Abuse Policy and a Drug-Free Workplace Policy, which are well publicized and distributed to the students, faculty, and staff. IECC provides information and services to promote a drug-free campus environment and ensures that disciplinary sanctions are enforced.

Distribution of Policy

Illinois Eastern Community Colleges Drug-Free Schools and Community Act information is listed in the college catalog on page 28, as well as on the IECC website and in student and faculty handbooks and class schedules.

IECC Substance Abuse Policy (100.9) and Drug-Free Workplace Policy (400.19) information are included in both the Faculty Handbook and Employee Handbook which are distributed to new employees upon employment with IECC. These handbooks and the IECC Board of Trustees Policy Manual are available online to IECC faculty and staff through the IECC intranet. The IECC's Procedures Manual includes detailed procedures that are pursuant to IECC's policy on Substance Abuse Policy (100.9).

Each semester during Freshman Orientation, IECC students are given a packet of materials which includes: pamphlets about alcohol poisoning, a bookmark about the Illinois Zero Tolerance Law, brochures about the effects of alcohol abuse, and written testimonials from individuals that have had alcohol related problems. Additional methods of distribution are as follows:

 Drug-free and alcohol abuse materials are distributed to students throughout the semester.

- Drug-free and alcohol abuse materials are always available in the campus' brochure racks and in the Student Services Offices.
- Posters are displayed around the campuses concerning alcohol abuse and Illinois law.
- Distribution of a brochure from Southeastern Illinois Counseling Center to refer students to that agency should they need additional assistance.
- IECC's website

Recommendations for Revising IECC's AOD Program

IECC's 2006 biennial review identified the following appropriate changes and recommendations which will improve the effectiveness of the program:

- Continue to improve communication and distribution of IECC's standards of conduct, Substance Abuse Policy, and Drug-Free Workplace Policy by providing this information annually to each employee and each student.
- Expand the methods of distributing this information and materials to employees and students via email, web postings, class schedules, faculty post office boxes, general mailings, etc.
- Conduct student alcohol and other drug use survey to evaluate the availability of the information and the ease of access to the information.
- Develop a website to contain all documentation pertinent to alcohol and other drug information, education, policies and resources.

IECC conducted a biennial review of its drug prevention program and policy and has determined that it is adequately effective in promoting a drug-free campus environment to the students, faculty and staff. The recommendations and appropriate changes listed above will improve the effectiveness of IECC's policy and procedures on alcohol and other drugs. IECC will continue to conduct a biennial review to review the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced.

	<u>12/6/06</u>
Chief Executive Officer	Date

BOARD OF TRUSTEES POLICY MANUAL

BOARD OF TRUSTEES - 100

Substance Abuse Policy (100.9)

Date Adopted: December 19, 1989

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials.

Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

BOARD OF TRUSTEES POLICY MANUAL

HUMAN RESOURCES – 400

Drug-Free Workplace Policy (400.19)

Date Adopted: November 20, 1990

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

I. NOTICE OF CONVICTION

As a condition of employment, all employees directly engaged in performing work under federal grants must agree to comply with this policy and must agree to notify the President or the Chief Executive Officer no later than five (5) days after any conviction for workplace violation of a criminal drug statute. The Agency will report such convictions to the federal government within ten (10) days.

Any employee who is convicted of such a crime is also subject to discipline up to and including discharge. Where appropriate, in the College's discretion, employees who are convicted of such crimes may be required to participate satisfactorily in a drug rehabilitation or counseling program.

II. <u>DEFINITIONS</u>

The term "controlled substances" means substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C., and 812. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD. For the purpose of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug but which is not legally obtained, is not being used for prescribed purposes and/or is not being taken according to prescribed dosages.

The phrase "conviction for a violation of a criminal drug statute" means a finding of guilt, a no contest plea or an imposition of sentence by any judicial body for any violation of any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

III. PENALTIES FOR VIOLATION

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render College employees subject to disciplinary action, up to and including termination. Alternatively, if deemed appropriate by the College under the particular circumstances, any employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the Agency.

BOARD OF TRUSTEES POLICY MANUAL

STUDENT PERSONNEL – 500

Policy on Student Conduct (500.8)

Date Adopted: December 19, 1989

Revised: February 21, 2006

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

BOARD OF TRUSTEES - 100

Page 1 of 2

100.9 Substance Abuse Policy

Procedure - Substance Abuse

The following procedures are pursuant to Illinois Eastern Community Colleges policy on <u>Substance Abuse Policy</u>, (100.9).

The following personnel will assume a major responsibility for administration of the Substance Abuse Policy and Procedures: The President and the Dean of the College; the Chief Executive Officer at the District level.

- IECC Publications and marketing materials shall include the following statement:
 Illinois Eastern Community Colleges' Board of Trustees has adopted the Substance Abuse Policy.
 Students and employees involved in substance abuse, within the college environment, are subject to disciplinary action.
- 2. Individuals involved in substance abuse shall be reported immediately to the College President.
- 3. The College President shall discuss the reported violation with the violator within 48 hours of the report.
- 4. The College President will make a recommendation of referral to an appropriate agency and disciplinary action or dismissal to the Chief Executive Officer within five (5) working days of the reported violation. In instances of violation of civil law, the President will also notify appropriate law enforcement agencies.
- 5. In life threatening instances, the reporting college employee should take immediate action to notify college administration. The College President will immediately obtain the assistance of medical, law enforcement, or other appropriate officials. In the event that an administrator is not available, the employee will request assistance of medical, law enforcement or other appropriate officials and notify a college administrator immediately thereafter.
- 6. If the individual involved in substance abuse is an employee of the District Office, the report shall be to the Chief Executive Officer and the above procedures implemented at that level.
- 7. Instance of a violation of this policy shall be documented. The College President or the Chief Executive Officer will notify each employee in a written statement, that as a condition of employment under any federal grant, the employee will: a) abide by the terms of the policy statement, and b) notify the College President or Chief Executive Officer of any criminal drug statute conviction or violation occurring in the workplace no later than five (5) days after each conviction.
- 8. The College President or Chief Executive Officer will notify the funding agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- 9. An individual receiving a grant directly from a federal agency must sign the following certification "As a condition of the grant, I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the grant."
- 10. Every student receiving a Pell Grant must attest to his/her noninvolvement with drugs.

BOARD OF TRUSTEES – 100

Page 2 of 2

100.9 Substance Abuse Policy

- 11. Illinois Eastern Community Colleges will take one of the following actions within thirty (30) days of receiving notice regarding conviction or violation occurring in the workplace, with respect to an employee, if so convicted.
 - a. Taking appropriate action against such an employee, up to and including termination, or
 - b. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- 12. The Chief Executive Officer shall be responsible for recommendations to the Board of Trustees regarding disciplinary action taken through this policy and/or procedure.
- 13. The Dean of the College shall be responsible for conduct of an annual substance abuse awareness faculty and staff training activity.
- 14. Enforcement of the policy and procedures on substance abuse is limited to college or district owned and rented facilities and college district sponsored activities.
- 15. In cases where a minor is subject to this policy or procedure, the college or district administrator shall notify the parents or legal guardian of violations and disciplinary actions.
- 16. Any expenses resulting from disciplinary actions shall be the responsibility of the employee or student who violates the policy or procedure.
- 17. Each employee and student will be apprised annually in writing of the Substance Abuse Policy and Procedures.
- 18. Appeals to this policy shall follow appeal policy procedures for students or employees.
- 19. The Board of Trustees Policy and Procedure regarding Substance Abuse takes into account the Drug-Free Workplace Act, Title V-D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) and other applicable laws and regulations pertaining to community colleges.

STUDENT PERSONNEL - 500

Page 1 of 1

500.8 Policy on Student Conduct Revised: 2/8/06

Procedure - Student Conduct

Illinois Eastern Community Colleges (IECC) students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Through the act of registration at one of the Illinois Eastern Community Colleges, students obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or student handbook. Copies may be obtained in all Student Services Offices. These documents contain specific disciplinary rules and regulations as well as procedures followed in case infractions occur. The Student Senate, faculty, and administration of each of the colleges will share in developing and implementing specific regulations to encourage desirable conduct. It is the responsibility of the student to obtain publications outlining these regulations and to become familiar with the District's standard of conduct. The following general policies shall apply to student conduct throughout the IECC District:

- 1. Students shall maintain standards of conduct which are in accordance with the policies noted above and the specific rules and regulations developed at each of the college campuses.
- 2. The Student Senate(s) shall accept primary responsibility for governing student conduct at college-sponsored social activities and functions.
- 3. The District reserves the right to request, for good cause, a physical, psychological, or psychiatric examination or a drug test from a student at any such time that such course of action would deem to be in the best interest of the student and/or the college.
- 4. A Committee for Student Discipline will be appointed by the college President in the fall of each academic year. Student misconduct will be handled by appropriate college officials who may call the Committee for Student Discipline if they desire. The Committee for Student Discipline shall consist of five members, two elected from the Student Senate and three faculty members appointed by the President of the College. The Committee shall submit its recommendations to the President of the college.
- 5. In instances where student misconduct results in the involvement of civil law enforcement authorities, the statues of the State of Illinois or the ordinances of local municipal and county governments shall take precedence over any action recommended or contemplated by Illinois Eastern Community Colleges.
- 6. Allied Health students who may for any reason appear to be unsafe in the clinical area or who may compromise client safety may be required to submit to a psychiatric or psychological examination at any time.

Agenda Item #8C

2007-2008 Scheduled Holidays

Agenda Item #8C

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: 2007-2008 Scheduled Holidays

Attached is a proposed schedule of holidays for Illinois Eastern Community College full-time employees for fiscal year 2008. There are no changes from prior IECC schedules of holidays.

I request Board approval of this schedule.

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES

2007-2008 Fiscal Year Holidays for Administrative, Technical, Professional Non-Faculty, Clerical & Maintenance Staff

2	007	Wednesday	July 4	Independence Day
		Monday	September 3	Labor Day
		Monday	October 8	Columbus Day
		Monday	November 12	Veteran's Day
	Thursday Friday	November 22 November 23	Thanksgiving	
		Thursday thru Monday	December 20 thru December 24	Winter Break
		Tuesday	December 25	Christmas
		Wednesday thru Monday	December 26 thru December 31	Winter Break
2	800	Tuesday	January 1, 2008	New Year's Day
		Wednesday	January 2, 2008	Winter Break
		Monday	January 21	Martin Luther King Jr. Day
		Monday	February 18	President's Day
		Friday	March 21	Spring Break
		Monday	May 26	Memorial Day
		Prior to	Floating Day -	
	June 30, 2008		This replaces the former "Pulaski Day" holiday. Refer to Personnel Policy 400.4 (K) for details.	

Agenda Item #8D

Phlebotomy Affiliation Agreement Gibson General Hospital – Princeton, Indiana

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Phlebotomy Affiliation Agreement – Gibson General Hospital

The Phlebotomy Program at OCC continues to grow and attract more hospitals that wish to enter into affiliation agreements.

IECC and Gibson General Hospital of Princeton, Indiana wish to enter into a new affiliation agreement. This proposed affiliation agreement for the Phlebotomy Program is our standard affiliation agreement utilized by the District.

I ask the Board's approval of the new phlebotomy affiliation agreement.

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 OLNEY CENTRAL COLLEGE PHLEBOTOMY PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this day of,
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529)
and Gibson General Hospital (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

- The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529,
 Phlebotomy Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
 - 3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor;
 and

- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
- 5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

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

- 6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.
 DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
- 7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. The assigned experiences will be selected for the educational benefit of the student.

 District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 13. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersign	gned signatures have caused this instrument to be executed
by its duly authorized officials the	_ day of
AGENCY	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, OLNEY CENTRAL COLLEGE
Director of Medical Laboratory Services	Phlebotomy Instructor
	Associate Dean of Nursing & Allied Health
Administrator, Hospital or Agency	President Olney Central College
	President, Olney Central College Chairman, IECC Board of Trustees

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

Adopted 6-2005

Agenda Item #8E

Phlebotomy Affiliation Agreement Good Samaritan Hospital – Mt. Vernon, Illinois

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Phlebotomy Affiliation Agreement – Good Samaritan Hospital

IECC and Good Samaritan Hospital of Mt. Vernon, Illinois wish to enter into a new phlebotomy affiliation agreement.

This new affiliation agreement for the Phlebotomy Program is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 OLNEY CENTRAL COLLEGE PHLEBOTOMY PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 6th day of December, 2006
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and
Good Samaritan Regional Health Center, 605 N 12th Street, Mt Vernon, Illinois 62864
(hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

- The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529,
 Phlebotomy Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
 - 3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;

- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor;
 and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
- 5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

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

- 6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.
 DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
- 7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

- 9. The assigned experiences will be selected for the educational benefit of the student.

 District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 13. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by 180 days written notice to the other party. This agreement is effective December 1, 2006 and will terminate on November 30, 2009.

14. Addendum to Affiliation Agreement Phlebotomy Program

Agreement. The following changes and additions are mutually accepted by Illinois Eastern Community Colleges, District #529 (District #529) and St. Mary's Hospital Centralia, Illinois (Agency) regarding the above Affiliation Agreement and become part of the agreement. If any conflict or overlap of coverage, terms, or conditions arise due to the addendum the terms in the addendum shall prevail.

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

Criminal Background Check. District #529 or Agency will provide verification of a criminal background check as provided by Illinois law for health care workers for each Student prior to that Student's assignment at the Agency. In the event such Authorization and Release are not given by the

Student, the Student shall be disqualified from participation at the agency. The results of the check must be satisfactory to the Agency.

Confidential. During the term of this Agreement and thereafter, Agency and District #529 and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law. Such information includes, but is not limited to , patient records and peer review and utilization review documents; the terms of this Agreement; and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.

Insurance. At all times while this Agreement is in effect, District #529, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance: (i) professional liability coverage for losses arising out of the acts or omissions of District #529 or its employees and agents or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; (ii) Commercial general liability coverage for losses arising out of the acts or omissions of District #529 or its employees or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) annual aggregate. In the event that District #529 provides professional liability coverage on a claims-made basis, then coverage (which may include self-insurance coverage) for professional liability resulting from acts or omissions of District #529 or District #529's employees or students occurring 3while this Agreement was in effect.

Student Issues. The Agency shall have responsibility for the clinical services provided at the Agency. The Agency may require the removal of a student, if this is deemed necessary by the Agency in the interest of the patient care. The students subject to this agreement are not agents or employees of the Agency.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 6th day of December 6, 2006.

AGENCY	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, OLNEY CENTRAL COLLEGE	
Director of Medical Laboratory Services	Phlebotomy Instructor	
	Associate Dean of Nursing & Allied Health	
Good Samaritan Regional Health Center Leo F. Childers, Jr., FACHE President	President, Olney Central College	
	Chairman IECC Board of Trustees	

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

Adopted 6-2005

Agenda Item #8F

Phlebotomy Affiliation Agreement St. Mary's Hospital – Centralia, Illinois

Agenda Item #8F

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Phlebotomy Affiliation Agreement – St. Mary's Hospital

IECC and St. Mary's Hospital of Centralia, Illinois wish to enter into a new affiliation agreement.

This new affiliation agreement for the Phlebotomy Program is our standard affiliation agreement utilized by the District.

I ask the Board's approval of the new phlebotomy affiliation agreement.

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 OLNEY CENTRAL COLLEGE PHLEBOTOMY PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 5th day of December, 2006 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and St Mary's Hospital, 400 N. Pleasant Avenue, Centralia, Illinois 62801 (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

- The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529,
 Phlebotomy Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
 - 3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;

- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor;
 and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
- 5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

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

- 6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.
 DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
- 7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

- 9. The assigned experiences will be selected for the educational benefit of the student.

 District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 13. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by 180 days written notice to the other party. This agreement is effective December 1, 2006 and will terminate on November 30, 2009.

14. Addendum to Affiliation Agreement Phlebotomy Program

Agreement. The following changes and additions are mutually accepted by Illinois Eastern Community Colleges, District #529 (District #529) and St. Mary's Hospital Centralia, Illinois (Agency) regarding the above Affiliation Agreement and become part of the agreement. If any conflict or overlap of coverage, terms, or conditions arise due to the addendum the terms in the addendum shall prevail.

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

Criminal Background Check. District #529 or Agency will provide verification of a criminal background check as provided by Illinois law for health care workers for each Student prior to that Student's assignment at the Agency. In the event such Authorization and Release are not given by the Student, the Student shall be disqualified from participation at the agency. The results of the check must be satisfactory to the Agency.

Confidential. During the term of this Agreement and thereafter, Agency and District #529 and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law. Such information includes, but is not limited to, patient records and peer review and utilization review documents; the terms of this Agreement; and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.

Insurance. At all times while this Agreement is in effect, District #529, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance: (i) professional liability coverage for losses arising out of the acts or omissions of District #529 or its employees and agents or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; (ii) Commercial general liability coverage for losses arising out of the acts or omissions of District #529 or its employees or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) annual aggregate. In the event that District #529 provides professional liability coverage on a claims-made basis, then coverage (which may include self-insurance coverage) for professional liability resulting from acts or omissions of District #529 or District #529's employees or students occurring 3while this Agreement was in effect.

Student Issues. The Agency shall have responsibility for the clinical services provided at the Agency. The Agency may require the removal of a student, if this is deemed necessary by the Agency in the interest of the patient care. The students subject to this agreement are not agents or employees of the Agency.

IN WITNESS WHEREOF, the undersign	gned signatures have caused this instrument to be executed
by its duly authorized officials the	day of
AGENCY	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, OLNEY CENTRAL COLLEGE
Director of Medical Laboratory Services	Phlebotomy Instructor
	Associate Dean of Nursing & Allied Health
St. Mary's Hospital Bruce A. Merrell, CHE President	President, Olney Central College
	Chairman, IECC Board of Trustees

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

Adopted 6-2005

Agenda Item #8G Resolution on Board Election

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Resolution on Board Election

The Board of Trustees and the Board Secretary are responsible for various election duties relating to the Board of Trustees election to be held on April 17, 2007.

Before each Board election, the Board is required to appoint an Election Clerk to perform all duties required for the conduct of the Board election. Further, the Board may appoint a Deputy Election Clerk to receive petitions and otherwise assist the Election Clerk in the election duties.

I would propose that the Board appoint Board Secretary Harry Hillis as the Election Clerk and that Susan Renee Smith be appointed as Deputy Election Clerk for the April 17, 2007 Board election. Further, that Harry Hillis and Susan Renee Smith serve as Election Clerk and Deputy Election Clerk respectively until such time as his or her successor is appointed and qualified.

The Board is also required to establish filing dates for petitions, and establish the office hours for acceptance of petitions.

The following resolution fulfills the election requirements of the Board for the April 17, 2007 Election.

I ask the Board's approval of this resolution.

TLB/rs

Resolution for Filing Election Petitions

WHEREAS, the election for members of the Board of Trustees will be held on Tuesday, April 17, 2007, and petitions and other nomination papers are to filed in the main office of Illinois Eastern Community Colleges District No. 529, at 233 East Chestnut Street, Olney, Illinois.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of said community college district, that the Board hereby appoints Board Secretary Harry Hillis as Election Clerk and Susan Renee Smith as Deputy Election Clerk. Further, that Harry Hillis and Susan Renee Smith serve as Election Clerk and Deputy Election Clerk respectively until such time as his or her successor is appointed and qualified.

FURTHER BE IT RESOLVED by the Board of Trustees that petitions of candidacy and other nomination papers are to be filed with Harry Hillis, Jr., Board Secretary and Election Clerk, or Susan Renee Smith, Deputy Election Clerk, in the district office, between the hours of 8:00 a.m. and 4:30 p.m., during the filing period. Filing dates are Monday, January 29, 2007, through Monday, February 5, 2007. On February 5, the office will remain open until 5:00 p.m. for the final filing date.

Agenda Item #8H

Payment of End of Year Bills

Agenda Item #8H

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Payment of End of Year Bills

Since the Board of Trustees meeting is occurring on December 12, bills will be received that should be paid before the close of the year.

I would ask that a motion be made to pay bills received after the Board meeting. If desired, these bills can be forwarded to the Board for review at the January Board meeting.

TLB/rs

Agenda Item #8I Adoption of 2007 Meeting Dates

Agenda Item #8I

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 12, 2006

RE: Board Meeting Dates and Locations for 2007

The attached resolution sets meeting dates and locations for the IECC Board of Trustees for 2007.

I recommend approval of this resolution.

TLB/rs

Attachment

<u>Resolved</u>, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2007:

Tuesday, January 16, 2007, 7 p.m., Olney Central College

Tuesday, February 20, 2007, 7 p.m., Wabash Valley College

Tuesday, March 20, 2007, 7 p.m., Frontier Community College

Tuesday, April 17, 2007, 7 p.m., Lincoln Trail College

Tuesday, May 15, 2007, 7 p.m., Olney Central College

Tuesday, June 19, 2007, 7 p.m., Wabash Valley College

Tuesday, July 17, 2007, 7 p.m., Frontier Community College

Tuesday, August 21, 2007, 7 p.m., Lincoln Trail College

Tuesday, September 18, 2007, 7 p.m., Olney Central College

Tuesday, October 16, 2007, 7 p.m., Wabash Valley College

Tuesday, November 20, 2007, 7 p.m., Frontier Community College

Tuesday, December 11, 2007, 7 p.m., Lincoln Trail College

12/06

Bid Committee Report

None

District Finance

A. Financial Report
B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT November 30, 2006

FUND	BALANCE
	*
Educational	\$1,296,131.60
Operations & Maintenance	\$228,676.40
Operations & Maintenance (Restricted)	\$94,386.36
Bond & Interest	\$83,562.57
Auxiliary	\$1,468,330.13
Restricted Purposes	(\$2,326.01)
Working Cash	\$0.00
Trust & Agency	\$298,109.03
Audit	\$47,735.31
Liability, Protection & Settlement	\$256,518.03
TOTAL ALL FUNDS	\$3,771,123.42
	¥5,,. _

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES

Combined Balance Sheet - All Funds November 30, 2006

ALL FUNDS

	Fiscal
	Year
	2006
ASSETS:	
CASH	3,771,123
IMPREST FUND	21,500
CHECK CLEARING	12,000
INVESTMENTS	10,640,000
RECEIVABLES	3,255,369
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	481,046
OTHER ASSETS	446,276
TOTAL ASSETS AND OTHER DEBITS:	18,627,314
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	122,422
ACCOUNTS PAYABLE	53,169
ACCRUED EXPENSES	-
INTERFUND PAYABLES	139,950
DEFERRED REVENUE	0
OTHER LIABILITIES	382,318
TOTAL LIABILITIES:	697,859
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	1,646,662
PR YR BDGTED CHANGE TO FUND BALANCE	482,679
FR TR BUGTED CHAINGE TO FOIND BALAINCE	462,079
FUND BALANCES:	
FUND BALANCE	7,055,821
RESERVE FOR ENCUMBRANCES	8,744,293
TOTAL EQUITY AND OTHER CREDITS	17,929,455
	•
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	18,627,314

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets AS OF November 30, 2006

ALL FUNDS

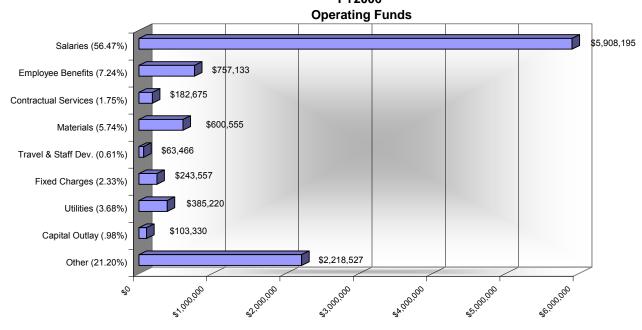
	YEAR-TO-DATE				
REVENUES:					
LOCAL GOVT SOURCES	4,773,752				
STATE GOVT SOURCES	3,626,794				
STUDENT TUITION & FEES	7,490,688				
SALES & SERVICE FEES	1,375,025				
FACILITIES REVENUE	23,558				
INVESTMENT REVENUE	113,770				
OTHER REVENUES	16,656				
TOTAL REVENUES:	17,420,243				
EVDENDITURES.					
EXPENDITURES:	4 045 020				
INSTRUCTION	4,047,238				
ACADEMIC SUPPORT	193,168				
STUDENT SERVICES	480,389				
PUBLIC SERV/CONT ED	24,005				
OPER & MAINT PLANT	1,033,050				
INSTITUTIONAL SUPPORT	4,524,105				
SCH/STUDENT GRNT/WAIVERS	2,194,245				
AUXILIARY SERVICES	2,013,686				
TOTAL EXPENDITURES:	14,509,886				
TRANSFERS AMONG FUNDS:					
INTERFUND TRANSFERS	0				
TOTAL TRANSFERS AMONG FUNDS:	0				
NET INCREASE/DECREASE IN NET ASSETS	2,910,357				

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Comparison Report FY 2005 - 2007

		FISC Annual	AL YEAR 200 Spent Thru)5	FISC Annual	CAL YEAR 200 Spent Thru	06	Annual	FISCAL YEA Spent Thru	R 2007	
College	Category	Budget		% of Bdgt	Budget	November	% of Bdgt	Budget	November	% of Bdgt	% of Year
Frontier	Bills Payroll Totals	\$2,828,951	\$728,614 821,123 1,549,737	55%	\$3,175,973	\$727,321 863,308 1,590,629		\$3,016,630	\$757,997 855,623 1,613,620	53%	42%
Lincoln Trail	Bills Payroll Totals	2,980,418	605,684 918,848 1,524,532	51%	3,334,405	557,249 930,140 1,487,389		3,245,393	624,374 950,307 1,574,681	49%	42%
Olney Central	Bills Payroll Totals	4,835,493	837,996 1,514,288 2,352,284	49%	5,521,126	824,584 1,665,938 2,490,522		5,523,615	884,350 1,804,176 2,688,526	49%	42%
Wabash Valley	Bills Payroll Totals	3,616,953	753,061 1,179,896 1,932,957	53%	4,088,097	831,756 1,203,188 2,034,944		3,967,577	873,300 1,215,600 2,088,900	53%	42%
Workforce Educ.	Bills Payroll Totals	2,028,794	533,191 409,045 942,236	46%	2,149,572	616,544 415,596 1,032,140		2,216,381	643,538 412,676 1,056,214	48%	42%
District Office	Bills Payroll Totals	1,217,781	97,855 360,868 458,723	38%	1,258,704	97,268 377,844 475,112		1,248,404	102,415 363,369 465,784	37%	42%
District Wide	Bills Payroll Totals	6,915,423	787,361 252,778 1,040,139	15%	5,690,255	728,589 276,832 1,005,421		7,142,508	668,489 306,444 974,933	14%	42%
O & M	Bills Payroll Totals										
GRAND TO	TALS	\$24,423,813	\$9,800,608	40%	\$25,218,132	\$10,116,157	40%	\$26,360,508	\$10,462,658	40%	42%

Excludes DOC

Illinois Eastern Community Colleges FY2006



Illinois Eastern Community Colleges Dist. #529
As of November 30, 2006 - \$10,462,658

Agenda Item #11 Chief Executive Officer's Report

Executive Session

Approval of Executive's Session Minutes

- A. Written Executive Session Minutes
- **B.** Audio Executive Session Minutes
- C. Semi-Annual Review of Executive Session Minutes

Agenda Item #14 Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 7, 2006

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report.

INDEX

400.1. Leave of Absence Approved by CEO since November 21, 2006

PERSONNEL REPORT

400.1. Leave of Absence Approved by CEO since November 21, 2006

A. None

Collective Bargaining

Agenda Item #16 Litigation

Agenda Item #17 Acquisition and Disposition of Property

Other Items

Agenda Item #19 Adjournment

TENTATIVE Protection, Health, Safety and ADA **Projects Schedule** Phase VIII **Estimated** Budget Repair Stairways & \$121,460 Elevators Combustible Wall Panel \$178,291 Replacement Bleacher Repair & \$179,850 Replacement Floor Tile Repair & \$38,400 Replacement Replacement of \$51,400 Greenhouse Glass ADA - Natatorium \$245,000 Renovations Tuckpointing of Exterior \$37,200 Walls Other ADA Compliance \$287,400 Work Roof Repair and \$1,013,755 Replacement Asbestos Survey and \$529,507 Potential Abatement Districtwide Upgrade of \$67,200 Plumbing HVAC Supplement and \$593,505 Upgrade Upgrade of Lighting & \$154,600 Firealarm System **Board** Begin 30% 60% 80% 100% Partial Fully \$3,497,568 **GRAND TOTAL Materials Approval** Construction Completed Completed Completed Completed Accepted Accepted

11/30/2006