

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

May 15, 2012



Location:

**Wabash Valley College
2200 College Drive
Mt. Carmel, IL 62863**

**Dinner – 6:00 p.m. – Cafeteria
Meeting – 7:00 p.m. - Cafeteria**

The mission of Illinois Eastern Community College District 529 is to provide excellence in teaching, learning, public service, and economic development.

**Illinois Eastern Community Colleges
Board Agenda**

May 15, 2012

7:00 p.m.

**Wabash Valley College
Cafeteria**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval) Bruce
 - A. None
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Nursing Student Handbook Bruce
 - B. Information Systems Support Program Fees Bruce
 - C. FY 2013 Insurance Renewal Bruce
 - D. CEFS Contract – LWIA 23 Bruce
 - E. New Employee Background Checks Bruce
 - F. Memorandum of Agreement – Registration and Testing Day Spring 2014 Bruce
 - G. 2013-2015 Academic Calendar Schwartz
 - H. Student Satisfaction Survey Results Schwartz
 - I. District Site & Master Construction Plan Browning
 - J. Articulation Agreement Between IECC and SIU-C Cantwell
 - K. Affiliation Agreement with Hamilton Memorial Hospital - ADN/PN Bruce
 - L. Affiliation Agreement with Acute Medical Care – Medical Assistant Bruce
 - M. Affiliation Agreement with Dr. Rachel Winters – Medical Assistant Bruce
 - N. Affiliation Agreement with Dr. William Kuhn – Medical Assistant Bruce

9. Bid Committee Report..... Bruce
 - A. IECC
Scale Computing CL3-R4 Storage Array Cluster
10. District Finance
 - A. Financial Report Browning
 - B. Approval of Financial Obligations Browning
11. Chief Executive Officer’s Report..... Bruce
12. Executive Session..... Bruce
13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Bruce
 - B. Audio Executive Session Minutes Bruce
14. Approval of Personnel Report Bruce
15. Litigation Bruce
16. Other Items
17. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, April 17, 2012.

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

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson “Jr.,” Marilyn J. Wolfe. (The student trustee had not been seated at roll call.) There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.
Matt Fowler, President of Wabash Valley College.
Mitch Hannahs, President of Lincoln Trail College.
Rodney Ranes, President of Olney Central College.
Timothy Taylor, President of Frontier Community College.
Roger Browning, Chief Finance Officer/Treasurer.
Tara Buerster, Director of Human Resources.
Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.
Pamela Schwartz, Associate Dean of Institutional Development.
Renee Smith, Executive Assistant to CEO.
Michael Thomas, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office
DOC – Department of Corrections
FCC – Frontier Community College
HLC – Higher Learning Commission
HRSA – Health Resources & Services Administration
ICCB – Illinois Community College Board
ICCTA – Illinois Community College Trustees Association
IECC – Illinois Eastern Community Colleges
IECEA – Illinois Eastern Colleges Education Association
IGEN – Illinois Green Economy Network
LTC – Lincoln Trail College
LWIB – Local Workforce Investment Board
MSHA – Mine Safety & Health Administration
OCC – Olney Central College
PHS – Protection, Health & Safety
SAN – Student Advantage Network

SBDC – Small Business Development Center
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, March 20, 2012 were presented for disposition.

Board Action to Approve Minutes: Trustee Michael Correll made a motion to approve minutes of the foregoing meeting as prepared. Trustee William Hudson 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 – “Seating of Student Board Member” – The following oath of office was administered to Logan Carlson, a student at Olney Central College, and he was seated as student member of the Board of Trustees for the coming year, April 2012 - March 2013, succeeding Miranda Steinman:

I, Logan Carlson, do solemnly swear and affirm that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Illinois, and that I will faithfully discharge the duties of the office of Student Member of the Board of Trustees of Illinois Eastern Community College District #529 according to the best of my ability.

AGENDA #4 – “Recognition of Visitors & Guests” –

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

#4-B. IECEA Representative: Rob Mason, President of the Illinois Eastern Colleges Education Association, was recognized.

AGENDA #5 – “Public Comment” – None.

AGENDA #6 – “Reports” –

#6-A. Report from Trustees: None.

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

#6-C. Report from Cabinet: None.

#6-D. Special Reports: Jennifer Stroughmatt and ten of her students from the Student Advantage Network leadership class gave a presentation on their community project, which was helping the SWAN (Stop Women Abuse Now) organization.

AGENDA #7 – “Policy First Readings (and Possible Approval)” –

#7-A. Tuition Waiver Policy 500.14: The CEO recommended that the Tuition Waiver Policy be revised to eliminate the waiver for unemployed individuals. Beginning with the 2009-2010 Academic Year, IECC admitted unemployed individuals, tuition-free, to classes at the colleges. Several restrictions applied to this waiver, which was extended to include the 2010-2011 academic year and was not extended

further. During the 2009-2010 academic year, there were several individuals who took advantage of this waiver. However, in 2010-2011 there were no applicants for this tuition waiver.

Board Action: Trustee Brenda Culver made a motion that second reading be waived and that the revised Tuition Waiver Policy 500.14 be revised to eliminate the waiver for unemployed individuals as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #8– “Policy Second Readings” – None.

AGENDA #9 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#9-A. Activity Fee Allocations: Annually, the Board adopts the allocation of student activity fees at three of the colleges. The following allocations are recommended for FY2013. There are minimal changes from last year’s allocations. The table indicates the allocation percent of student fees collected to each account in the auxiliary fund.

	<u>LTC</u>	<u>OCC</u>	<u>WVC</u>
Alumni Association	0%	0%	0%
Athletics	30%	30%	30%
Cheerleaders	0%	0%	5%
College Union	5%	0%	20%
Student Testing	3%	4%	0%
Intramurals	4%	0%	0%
Parking Maintenance	0%	9%	0%
Publications	10%	0%	0%
Soc. Cul. Act. Team	0%	8%	0%
Special Events	3%	0%	3%
Student Senate	15%	10%	12%
Special Projects	0%	0%	16%
Natatorium	0%	0%	0%
Student Handbook	0%	3%	0%
Model United Nations	0%	0%	0%
Child Care	0%	19%	0%
Food Services	12%	17%	14%
Sports Facility	18%	0%	0%

Board Action: Trustee Michael Correll made a motion to approve the FY2013 Activity Fee Allocations as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Bid Schedule: Roger Browning presented the recommended Bid Schedule for FY2013, listing the dates requisitions/specifications are due in the CFO's office, date bids are due from vendors, date recommendations are due in the CFO's office, Board meeting dates, and dates purchase orders are to be mailed. Adopting an annual Bid Schedule allows the District to plan, consolidate, and effectively manage the purchase of needed items. Rather than purchasing these items intermittently throughout the year, it is more efficient and the District receives better pricing if items are grouped and bid together and purchased at designated times. The CEO recommended approval.

Board Action: Trustee Gary Carter made a motion to approve the Bid Schedule for fiscal year 2013 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. Energy Grant Subcontractor Agreement: Community colleges within the Illinois community college system created the Illinois Green Economy Network (IGEN). In August of 2011, IGEN was awarded a \$2.5 million dollar grant to develop state-wide initiatives to achieve cost effective energy efficient improvements and to increase energy efficiency technology training across the multiple campuses within Illinois.

This grant is an innovative partnership between the Department of Commerce and Economic Opportunity and Illinois community colleges. Six utility service areas were created and now IGEN is required to obtain signed agreements with each participating college. An intergovernmental agreement, a selection notice, notice to proceed form, and an energy grant subcontractor agreement has been developed.

As the program is developed, the District will be receiving grants from IGEN for energy efficiency programs and energy efficiency training programs.

The CEO recommended approval of the IGEN Energy Grant Subcontractor Agreement as presented.

Board Action: Trustee Brenda Culver made a motion to approve the IGEN Energy Grant Subcontractor Agreement as recommended. Student Trustee Logan Carlson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D. Revised Radiography Program Student Handbook: The Radiography Program Student Handbook has been revised by the Radiography faculty and President Rodney Raney to incorporate needed changes.

Changes include: Changed student assessment and learning outcomes plan, physical exam, drug screen and immunization changes. The changes also include revised organizational structure, updated contact information for faculty, added social networking policy, required the voluntary declaration of pregnancy, complied with the campus emergency plan, updated the LRC section, added clinical affiliate section, added a section on safety guidelines, revised required conduct in a clinical affiliate, required a radiation and safety exposure badge, revised the roll of the radiologic technologist and clinical instructor to meet standards of accreditation, and added a professional behavior section.

The CEO recommended approval of the revised Radiography Program Handbook as presented.

Board Action: Trustee Brenda Culver made a motion to approve the revised Radiography Program Student Handbook as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. Final April Report to NJCAA: The District has filed the Lincoln Trail College Final Report, as requested by the National Junior College Athletic Association (NJCAA). The District was granted an extension from the due date of April 1 to April 6, 2012.

In the January 31 letter indicating a finding of violation of NJCAA rules, the NJCAA asked that the college draft “a written process addressing the financial reporting of dorm receipts for scholarship athletes between the Lincoln Trail Booster Club and Lincoln Trail College, and that the process be submitted to the NJCAA for approval.”

The District’s final report includes a **Financial Aid Tracking Protocol** to address the financial tracking of dorm receipts for student athletes, relative to his or her housing scholarship. This protocol was submitted to the NJCAA for its consideration and approval.

As stated in the April final report, the Board of Trustees, the Administration of Illinois Eastern Community Colleges, the President of Lincoln Trail College, and the Lincoln Trail Booster Club are fully committed to compliance with NJCAA rules and regulations. Since the NJCAA finding of non-compliance on January 31, 2012, all parties have taken numerous actions to get into compliance and made all changes required to do so.

The actions taken include:

1. Completed an audit of compliance of all Lincoln Trail College Athletic programs and submitted it to the Executive Director of the NJCAA;
2. Accepted and implemented all recommendations of the auditor.
3. Adopted a student-athlete Financial Aid Tracking Protocol for all housing scholarships and submitted it for approval by the NJCAA.
4. Required student-athletes to complete an Eligibility Affidavit.
5. Created a system to provide compliance information to all student-athletes.
6. Discontinued ceremonial letters of intent to ensure correct dates.
7. Continued to confirm athletic eligibility pursuant to NJCAA bylaws.
8. Established an educational program for staff and booster club.
9. Developed a Booster Club Rules and Regulations handbook.
10. Created a handout of 10 things an athletic booster should know.
11. Implemented an educational program so that administration and staff will be continually informed of proper procedures to follow and actions to avoid.
12. Adopted an institutional compliance procedure.
13. Hired an Athletic Compliance Coordinator.

The CEO recommended Board approval for Lincoln Trail College and the District to submit the April final report and to ask for approval of the Financial Aid Tracking Protocol.

Board Action: Trustee Brenda Culver made a motion for approval for LTC and the District to submit the April Final Report to the NJCAA and to ask for approval of the Financial Aid Tracking Protocol as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. NJCAA Lincoln Trail College Decision: On January 31, 2012, the National Junior College Athletic Association (NJCAA) found violations of policy in the Lincoln Trail College basketball program. Pursuant to the request of the NJCAA, reports were filed on February 15, March 15 and April 6 concerning the violations of NJCAA policy and the District's actions taken to correct these violations and to bring the college's basketball program policy into full compliance with NJCAA rules and regulations.

The District received the ruling of Executive Director of the NJCAA Mary Ellen Leicht on Friday, April 13. In her decision, she states that the NJCAA is now satisfied that proper procedures have been implemented by the college to prevent violations as identified in her January 31, 2012 letter.

However, the independent audit ordered by the District identified two additional NJCAA violations and therefore, Executive Director Leicht asked that the college take two additional actions.

1. The LTC's men's basketball team will undergo a mandatory audit for the 2012-2013 academic year. This audit will be due 15 days after the first regular season basketball game on November 1, 2012. The audit will be due on November 16, 2012. (Annually, five percent (5%) of all NJCAA programs are selected for audit. This means that the LTC men's basketball program will be one of the five percent (5%) required to submit student-athlete eligibility files to the NJCAA for review by their compliance staff. This audit material will be provided by LTC staff.)

2. Zach Loll, the District's new Athletic Compliance Coordinator, will be required to send two written statements confirming that the college is in compliance with NJCAA by-laws, and that the newly adopted District policies and procedures set forth in the District's reports have been complied with. Loll will submit his statements no later than December 31, 2012 and May 30, 2013. The statements must be signed by Loll, the LTC President, the LTC Athletic Director, the LTC Business Officer, and the LTC Booster Club President.

Executive Director Leicht also indicated that LTC could submit a request for the men's basketball team to be taken off of probation for the 2012-2013 season.

Under NJCAA rules, this decision can be either accepted or appealed.

The CEO recommended that the Board of Trustees accept the decision of NJCAA Executive Director Mary Ellen Leicht, and authorize the CEO to seek removal from probation for the LTC men's basketball team for the 2012-2013 season.

Board Action: Trustee Michael Correll made a motion to accept the decision of NJCAA Executive Director Mary Ellen Leicht, and to authorize the CEO to seek removal from probation for the LTC men's basketball team for the 2012-2013 season, as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-G. Update on Affiliation Agreements for JRCERT Accreditation: The Radiography Program at IECC recently submitted materials for reaccreditation with the Joint Review Committee on Education in Radiologic Technology (JRCERT), the accrediting body for Radiography programs throughout the country.

Upon reviewing the affiliation agreements, JRCERT has requested a change to the District affiliation agreement form regarding terminology such as adding "professional" before liability insurance. Allied Health staff had identified additional changes to the agreements and JRCERT has approved those revisions as well. These revisions include updated terminology such as changing "Clinical Supervisor" to "Clinical Instructor" and references to off-site facilities. Changes are in line with current JRCERT standards and include updates to confidentiality of patient data and background check procedures in a clinical setting.

JRCERT has requested these updated agreements be submitted as approved by May 14, prior to the next Board of Trustees meeting. The Allied Health staff has begun to get updated agreements to meet this deadline.

The CEO recommended acceptance of the revisions of the already Board-approved affiliation agreements for the following hospitals:

1. Wabash General Hospital, Mt. Carmel, IL
2. Richland Memorial Hospital, Olney, IL
3. St. Mary's Medical Center, Evansville, IN
4. Union Hospital, Terre Haute, IN
5. Sarah Bush Health Center, Mattoon, IL
6. Crawford Memorial Hospital, Robinson, IL
7. Fairfield Memorial Hospital, Fairfield, IL
8. Lawrence County Memorial Hospital, Lawrenceville, IL
9. Clay County Hospital, Flora, IL
10. Daviess Community Hospital, Washington, IN
11. Gibson General Hospital, Princeton, IN

Board Action: Trustee Marilyn Wolfe made a motion to approve amending the affiliation agreements for the 11 hospitals listed above as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. Affiliation Agreement with Richland Memorial Hospital – Medical Assistant: IECC wishes to enter into a new affiliation agreement with Richland Memorial Hospital, located in Olney, Illinois. This affiliation agreement is for the LTC Certified Medical Assistant Program and is the standard affiliation agreement utilized by the District. The CEO recommended approval.

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

#9-I. Affiliation Agreement with Putnam County Hospital – Medical Assistant: IECC wishes to enter into a new affiliation agreement with Putnam County Hospital, located in Greencastle, Indiana. This affiliation agreement is for the LTC Certified Medical Assistant Program and is the standard affiliation agreement utilized by the District. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement for the Certified Medical Assistant Program with Putnam County Hospital, Greencastle, Indiana, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-J. Affiliation Agreement with Good Samaritan Hospital – Health Careers: IECC wishes to enter into a new affiliation agreement with Good Samaritan Hospital, located in Vincennes, Indiana. This affiliation agreement is for the Health Careers Program and is the standard affiliation agreement utilized by the District. The CEO recommended approval.

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

AGENDA #10 – “Bid Committee Report” – None.

AGENDA #11 – “District Finance” – The following district financial matters were presented:

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of March 31, 2012.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for April 2012, totaling \$697,338.57, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for April 2012, in the amounts listed, and payments from the revolving fund for March 2012. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer's Report” – CEO Terry L. Bruce Presented an informational report on the following topics:

1. Open Meetings Training Requirements: Informational review of training requirements.
2. Insurance Company Change: As of July 1, 2012, Indiana Insurance will no longer be IECC's insurance carrier.
3. The Pension Crisis in Illinois: Update on status of Illinois Pension Systems and proposed changes.
4. Enrollment: IECC's enrollment is down from April FY11 to April FY12.

AGENDA #13 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #14 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, March 20, 2012.

AGENDA #15 – “Approval of Personnel Report” – The CEO presented the following Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Cynthia Boyce, History/Social Science Instructor, effective August 9, 2012.

400.2. Change-In-Status

A. Administrative

1. Kim Underwood, Instructor, Workforce Education, to Associate Dean, Workforce Education, effective May 1, 2012.

B. Professional/Non-Faculty

1. Mike Ray, Temporary Full-Time Men's Basketball Coach, LTC, to Men's Head Basketball Coach, LTC, effective April 18, 2012.

C. Faculty

1. Heather Kirkwood, Director of Adult Education, FCC, to Health Informatics Instructor, effective August 9, 2012.

400.3. Notice of Intent to Renew CEO Contract

The Board of Trustees gave notice of intent to renew the contract of Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

400.4. Notice of Intent to Renew President Contracts

The Board of Trustees gave notice of intent to renew the contracts of Matt Fowler, President of Wabash Valley College; Mitch Hannahs, President of Lincoln Trail College; Rodney Ranes, President of Olney Central College; and Timothy Taylor, President of Frontier Community College.

400.5. Retirement

A. Faculty

1. Russ Jausel, Welding & Metallurgy Technology/Industrial Maintenance Technology Instructor, effective June 1, 2012.

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

AGENDA #16 – “Litigation” – The CEO presented an update on the status of pending litigation affecting the Board of Trustees.

AGENDA #17– “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. Student Trustee Logan Carlson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those

opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:20 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

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

Agenda Item #6

Policy First Reading (and Possible Approval)

None

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Nursing Student Handbook

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Revisions to the Nursing Student Handbook

Revisions to the Nursing Student Handbook have been made by the nursing faculty. These changes include prohibition of social networking during classes, lab and clinical, adds a statement of clarification of missed due dates on assignments, replaced the prior standardized computer exams with HESI, revises cost sheets to reflect current tuition, fees, and textbook costs, adds additional lab items to be purchased by students, and updates information available at the Learning Resource Center.

I ask the Board's approval of these Nursing Student Handbook changes. The Nursing Student Handbook has been sent to the Board by e-mail.

TLB/rs

Agenda Item #8B

Information Systems Support Program Fees

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Information Systems Support Program-Fee Recommendations

Frontier Community College offers a program in Information Systems Support, which requires the passage of several national exams. The college charges a fee to the student for taking these exams and wishes to establish the fees to take these exams. The District is developing a new policy of charging the actual cost of the exam as opposed to changing, at the Board level, the fees as they are changed by the offering agency. Therefore, the fee will be shown as the “actual cost” and the student will be given the dollar amount expected, but the Board will not be required to act on these fees at each change in cost.

A+ Exam (ISS 1206)

- A+ Essentials Exam Actual Cost (Currently \$82.00)
- Practical Applications Exam Actual Cost (Currently \$82.00)

Microsoft MCITP: Exam (ISS 2203)

- Microsoft Certified Technology Specialist Exam Actual Cost (Currently \$150.00)
- Microsoft Certified IT Professional Exam Actual Cost (Currently \$150.00)

Net+ Exam (ISS 2205)

- CompTIA Network + Exam Actual Cost (Currently \$125.00)

I ask the Board’s approval of the “actual cost” as the fee for these exams.

TLB/rs

Agenda Item #8C

FY2013 Insurance Renewal

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: May 15, 2012
RE: FY2013 Insurance Renewals

At the April Board meeting, the Board was informed that Indiana Insurance would not renew the District's insurance coverage for FY2013. Since the April Board meeting, the District has been aggressively pursuing an insurance package to replace Indiana Insurance.

After a thorough review of the District's insurance options, it is apparent that the Hanover Insurance Group has developed a commercial business package for the District's general liability, errors and omission, umbrella, automobile, and other insurances that meets the District's insurance needs at a reasonable cost. The Hanover has indicated that it will provide insurance coverage for FY2013 at a rate that will represent a 14% decrease from the District's existing premiums. As shown in the attachment, this will allow a savings of \$ 38,297, except for coverage of Workman's Compensation. If the Board approves the Hanover proposal, it is anticipated that the District will seek bids in January 2013 to obtain insurance coverage for FY2014.

The Hanover is a well-established insurance company that has been in existence for over 160 years. Their AM Best Rating is "A" Excellent. In addition, their "Avenues Education Advantage" is designed especially for schools and school systems. Further information prepared by the company will be provided at the Board meeting.

The District has received pricing from BrickStreet Insurance for Workman's Compensation Insurance that is very comparable to our expiring premium. The lowest three prices for our workman's compensation insurance is included on the shown attachment. Again, BrickStreet has an AM Best Rating of "A" Excellent.

I recommend approval of The Hanover Insurance Group proposal to provide insurance coverage to IECC from July 1, 2012 until June 30, 2013 for the District's general liability, errors and omission, umbrella, automobile, and other insurances. I also recommend BrickStreet Insurance to provide Workman's Compensation to coverage to IECC for the same period of July 1, 2012 until June 30, 2013.

TLB/rs
Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES
INSURANCE COVERAGE RENEWAL**

Coverage	Agent/Company	Expiring Premium 2011-2012	Renewal Premium 2012-2013	Dollar Difference	Percent Increase/ Decrease
Property	The Hanover Insurance Group				
Inland Marine	The Hanover Insurance Group				
Boiler & Machinery	The Hanover Insurance Group				
Crime	The Hanover Insurance Group				
General Liability	The Hanover Insurance Group				
School Board E & O Liability	The Hanover Insurance Group				
Garage Liability	The Hanover Insurance Group				
Sexual Misconduct	The Hanover Insurance Group				
Mine Subsidence	The Hanover Insurance Group				
Terrorism	The Hanover Insurance Group				
TOTAL for above coverage:		180,969	157,755	-23,214	-13%
Umbrella	The Hanover Insurance Group	28,576	26,500	-2,076	-7%
Automobile	The Hanover Insurance Group	64,957	51,950	-13,007	-20%
Fiduciary	The Hanover Insurance Group	1,200	1,200	0	0%
Foreign Liability	The Hanover Insurance Group	2,450	2,450	0	0%
	TOTALS	\$278,152	\$239,855	-\$38,297	-14%
Workers' Compensation	Wells Fargo/BrickStreet Insurance	192,316	196,612	4,296	2%
Workers' Compensation	Wells Fargo/United Heartland Insurance	192,316	259,998	67,682	35%
Workers' Compensation	Wells Fargo/PMA Insurance	192,316	270,000	77,684	40%

5/10/2012

Agenda Item #8D
CEFS Contract – LWIA 23

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: CEFS Contract – LWIA 23

The Local Workforce Investment Area (LWIA) 23 is operated by two separate boards. The Chief Elected Officials (CEO's) are the County Board Chairman or designee from the 14 counties within LWIA 23. The local Workforce Investment Board (LWIB) is comprised of more than 40 individuals from LWIA 23 who represent various professional categories to meet the requirement of the composition of the LWIB. The CEO's and LWIB work together to operate and provide the services within LWIA 23. The CEO's have chosen IECC as the grant recipient and fiscal agent for the money received to operate the programs within LWIA 23. The LWIB has chosen the C.E.F.S. Economic Corporation as the contractee to provide the services within LWIA 23, for Adult, Youth, Dislocated Worker, Trade Adjustment Act, and Resource Room Personnel Services.

As the grant recipient and fiscal agent, IECC has to approve the contract between the LWIB and the CEO's. The contract runs from 07-01-2012 through 06-30-2015. CEFS has agreed to comply with all terms of the agreement and meet all federal guidelines for disbursement of funds. I ask the Board's approval of the contract between IECC, the CEO's, the LWIB, and CEFS.

TLB/rs

Attachment

Mr. Paul White
Executive Director
C.E.F.S. Economic Opportunity Corporation
1805 Banker
Effingham, IL 62401

RE: Contract #12-070112-CEFS001

Dear Mr. White,

Enclosed for your signature is a contract between your organization and Illinois Eastern Community Colleges. Carefully review the agreement, which contains the terms and conditions of both parties for a contract with this agency.

- On the second page of the Notice of Contract Award, complete the taxpayer identification information in accordance with Internal Revenue Service requirements.
- In Part 5.5 Drug Free Workplace Certification, check your entity type.
- If your contract is for \$100,000 or more, please complete the “Certification Regarding Lobbying” contained in Attachment A.
- Please have the authorized signatory sign the Notice of Contract Award and the Special Contract Conditions on page 2 and 3 respectively.
- Complete all other required entries and then return the grant agreement and all other forms to the following address:

Tony Logue
IECC – WIA Operations Manager
80 Broadway, Suite 101
Mattoon, IL 61938

Upon receipt and approval of the agreement, it will be signed and a copy will be returned to you for filing. If you require additional information, please contact me at (217) 235-2942 ext. 8392.

Sincerely,

Tony Logue
IECC – WIA Operations Manager

Notice of Contract Award
WIA Adult, Youth, Dislocated Worker, Trade Adjustment Act and Resource Room
Personnel Services

This Contract Agreement (hereinafter referred to as the “Agreement”) is entered into between Illinois Eastern Community Colleges (hereinafter referred to as “IECC”) and C.E.F.S. Economic Opportunity Corporation (hereinafter referred to as the “Contractee”). Subject to terms and conditions of this Agreement, IECC agrees to provide a Contract in amount not to exceed the amount as noted on Attachment B to the Provider.

Subject to the execution of this Agreement by both parties, the Contractee is hereby authorized to incur costs against this Agreement from the beginning date of 07/01/2012 through the ending date of 06/30/2015. This Agreement may be extended in accordance with Section 4.8E. The Contractee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Part:

- I. Special Contract Conditions
 - II. Scope of Work
 - III. Program Terms and Conditions
 - IV. General Provisions
 - V. Required Certifications
- Attachment A – Certification Regarding Lobbying
Attachment B - Budget

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner’s name followed by the name of the business and the owner’s SSN. For all other entities, enter the name of the entity (as used to apply for the entity’s EIN) and the EIN.

Name: C.E.F.S. Economic Opportunity Corporation

Taxpayer Identification Number: 37-6053117

PART I

SPECIAL CONTRACT CONDITIONS

1.1 AUDIT REQUIREMENTS

X The Contractee is required to have an audit conducted as provided in **Part IV, Section 4.5 B. Audit Requirements.**

 The Contractee is not required to have an audit conducted as a condition of this grant.

1.2 Disbursement of Grant/Contract Funds

The dollar amount stated in this contract, is the total amount of contract. The Adult and Dislocated Worker funds in **Attachment B “Contractees Approved Budget”** will be made available to the Contractee according to the percentages set forth in the Grant Recipient’s grant agreement with DCEO.

1.3 Performance Goals

The levels of performance for the common measures included in the Workforce Investment Plan submitted by the Contractee and incorporated by reference in this Agreement in Part III hereof, reflect the negotiated goals as agreed by the Department and the Local Workforce Investment area. The U.S. Department of Labor (USDOL) has the option to raise the Department’s state-level performance goals for any of these measures. These goals referred to in Part III are subject to modification by the Department, if the Department is required by USDOL to raise its state-level performance goals. In such event, the goals for such measures may be increased on a proportional basis by the minimum amount required to ensure that the collective planned levels of performance for all Local Workforce Investment areas are equal to the revised state-level performance goals as imposed by USDOL. Any changes necessitated as a result of the imposition of performance goals by USDOL, will not be subject to renegotiation with the Local Workforce Investment Board or the Chief Elected Officials. Performance also includes serving as many job seekers and employers as the system can afford.

1.4 Termination for Cause

In addition to the provisions set forth in Section 4.6A2 (Termination for Cause) and 4.6B (Suspension) hereof, IECC / LWIB 23 reserves the right to terminate or suspend this Contract in the event that it determines, through an audit, grant monitoring or other investigation, that the Contractee has (I) failed to materially comply with the provisions of the contract issued by IECC; or (II) fails to take measures determined by IECC / LWIB 23 to be necessary to correct such non-compliance.

1.5 **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury that he/she is the representative, agent, member or officer of the Contract/Grant, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contract/Grant, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Contract/Grant other than that which appears upon the face hereof.

1.6 **Americans with Disabilities Act Compliance and EEO**

In addition to making the certification required at Section 5.4 of this Contract Agreement, the Contractee specifically acknowledges its obligation to require itself and any sub recipients/contractors receiving funds provided under this Contract Agreement to refrain from discrimination against persons with disabilities and to assure that services, programs and activities provided by such sub recipients are in compliance with the Americans with Disabilities Act. The Contractee also agrees to comply with the MOA requirements from the state and local area, as well as all applicable Federal, State, and Local EEO/ADA laws, rules, and regulations.

1.7 **Marketing, External, and Press Communications**

All marketing or promotional materials and press statements, interviews / releases, any communication with the news media or any material for external use must be approved by IECC staff prior to release. This contract prohibits the Contractee from making any communications or releases of information to any individual, group, organization, or entity outside of WIA, either internal or external, without the express written permission of IECC staff. All matters must be referred to IECC - WIA Operations Manager.

1.8 **Non-Compliance**

Non-Compliance with any laws, rules, regulations, policies, or procedures of the federal or state government or Illinois Eastern Community Colleges (or its staff) can result in sanctions including fines, penalties, disallowed costs, and even contract suspension / termination.

The Contractee is responsible for any disallowed cost incurred during program operations. Failure to repay disallowed costs on demand will result in the immediate suspension of contract. Additionally, refusal to repay disallowed costs will result in immediate termination of contract. Disallowed costs must be repaid using non-WIA or non-TAA dollars.

Contractees and their sub-contractees are required to provide IECC staff access to program and fiscal information upon demand.

RFP revisions have been made and the contractor agrees to abide by IECC's contract modifications.

THE UNDERSIGNED IS AUTHORIZED ON BEHALF OF CONTRACTEE TO, AND HEREBY DOES, SPECIFICALLY ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL SPECIAL CONTRACT CONDITIONS REFERENCED HEREIN.

BY: _____

Paul White

TITLE: CEO

DATE: _____

PART II - SCOPE OF WORK

All activities and services performed by the Contractee shall be in accordance with the Workforce Investment Act, Title I-B Section 118, the Trade Adjustment Act (2002, 2009, 2011) and the provisions contained in Contractee's approved Comprehensive Two Year Plan, referred to in this Agreement as the "Plan", and subsequent revisions to the Plan which are approved by the State of Illinois and IECC/ LWIB 23.

For the purposes of the programs listed above the scope of work is for the delivery of services. Your organization is allowed, by this contract, to deliver WIA Adult, Youth, Dislocated Worker, Trade Adjustment Act (TAA, TGAAA, TAAEA) and Resource Room Specialist Personnel services within the 14 counties of LWA 23. Regarding the Resource Room Specialist portion of this contract, your organization is allowed, but not required, to employ individuals for the following positions: Mattoon, Effingham and Centralia Resource Room Specialists. You may incur costs for Salary, Fringe Benefits, local travel and basic supplies that are listed in the approved budget amount only. All services must be in compliance with WIA / TAA laws, rules, regulations, and program requirements. Additionally, your organization must comply with all state and local laws, rules, regulations, policies, procedures, and contract requirements. All local policies and procedures will be followed and your organization submits to the authority of IECC / LWIB 23 and its staff for the determination of whether local rules and policies are being followed or not. The Contractee also agrees to comply with sanctions, provisions within this document, and further agrees that the final decision of IECC / LWIB 23 is the final determining decision on the violation of the contract terms, unless otherwise required by law or policy. If a sanction is applied, the provider agrees to comply with the terms of the sanction within 5 working days, or by the date provided by IECC or its staff. If you have any questions regarding the scope of work or assistance with any WIA / TAA or Resource Room issues, your designated contact for the purposes of this contract and program operations is Tony Logue with Illinois Eastern Community Colleges.

THE UNDERSIGNED IS AUTHORIZED ON BEHALF OF CONTRACTEE TO, AND HEREBY DOES, SPECIFICALLY ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL SPECIAL CONTRACT CONDITIONS REFERENCED HEREIN.

BY: _____
Paul White
TITLE: CEO
DATE: _____

**PART III
PROGRAM TERMS AND CONDITIONS**

WHEREAS, the Workforce Investment Act of 1998 (the “Act”) and the Trade Adjustment Act of 2002, 2009, 2011 authorizes IECC to provide financial and technical assistance to qualified recipients in order to support workforce investment activities through statewide and local workforce investment systems, that will result in increased employment retention and earnings of participants, and increased occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation;

THEREFORE, IECC makes this Contract to the Contractee, subject to the terms and conditions set forth in this Agreement.

Section 3.1 COMPLIANCE WITH PROGRAM SPECIFIC LAWS AND REGULATIONS

The Contractee agrees to comply with the requirements of the Workforce Investment Act, Trade Adjustment Act and with regulations and policies promulgated there under by the federal government, State of Illinois, CEO’s, and IECC / LWIB 23. The Contractee further agrees that its Agreement is subject to such modifications which IECC / LWIB 23 determines may be required by federal or state law, local, state or federal rules, or regulations applicable to this Agreement. Any such required modifications shall be incorporated into and be a part of this Agreement as if fully set forth herein in accordance with the provisions of Section 4.8 hereof.

Section 3.2 COMPENSATION TO THE CONTRACTEE

Payments pursuant to this Contract Agreement are subject to the availability of Federal WIA / TAA funds and their appropriation or authorized expenditure under Illinois State Law and local rules.

A. Method of Compensation

The method of compensation shall be in accordance with the applicable state laws and local rules relative to such compensation by which IECC is governed. Contractee shall comply with direction issued by IECC / LWIB 23 as to procedures to be followed when requesting disbursement of contract funds. All payment requests submitted by the Contractee shall be reviewed by IECC to ensure that such requests are:

- (i) in accordance with the approved Contractee budget (Attachment B hereof); and
- (ii) in accordance with the section of the Act applicable to Contractee’s program.

B. Allowable Costs/Cost Principles

Contractee is responsible for ensuring that it and any of its sub contractors follow those Federal cost principles set forth below which are applicable to Contractee or its sub contractors:

- (i) Allowable costs for state, local and Indian tribal government organizations are contained in OMB Circular A-87;
- (ii) Allowable costs for non-profit entities are contained in OMB Circular A-122;
- (iii) Allowable costs for institutions of higher education are contained in OMB Circular A-21;
- (iv) Allowable costs for commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 are contained in Federal Acquisition Regulations (FAR), at 48 CFR Part 31.

C. Limitations on Compensation

- (i) The Contractee cannot be reimbursed for costs incurred in excess of the total approved contract budget. The Contractee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Section 3.5 hereof;
- (ii) Contractee shall be liable for repayment of any contract funds which are expended in violation of the terms of this Agreement. Contractee should obtain approval prior to incurring expenditures which necessitate a change in the approved contract budget. IECC / LWIB 23 reserves the right to withhold funds for such expenditures until a revised Plan has been submitted by the Contractee and approved by IECC / LWIB 23;
- (iii) An overpayment of contract funds (unliquidated balance) as of the end date of the contract term shall be refunded to IECC within 30 days from said end date, accompanied by a final contract closeout report in the format provided by IECC. In addition, the Contractee agrees to repay IECC for any funds that are determined by IECC / LWIB 23 to have been spent improperly in accordance with applicable regulations or rules.

Section 3.3 ACCOUNTING/FISCAL CONTROL REQUIREMENTS

- A. The Contractee's financial management system shall be structured to provide for accurate, current and complete disclosure of the financial results of the contract program. The Contractee shall be accountable for all funds received under this Contract Agreement and shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Contract Agreement as

required by IECC / LWIB 23 and agrees to maintain a minimum amount of cash on hand necessary to effectively operate the program (three days or less). The Contractee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully. Fund accounting procedures shall be established as may be necessary to assure the proper expenditure of an accounting for federal funds paid by IECC to the Contractee, or any of its sub contractees, under this program, including procedures for monitoring the assistance provided under this program.

No funds under this contract shall be used in any way to either promote or oppose: unionization; lobbying activities; political activities including political patronage; religious or anti-religious activities. No participant may be placed into or remain employed in any subsidized position which is affected by labor disputes involving layoffs, reductions in the workforce, or infringements of promotional opportunities.

B. Records Retention; Right of Inspection. The Contractee is accountable for all funds received under this Agreement and shall maintain for a minimum of three (3) years following the date of submission by the Contractee of its final expenditure report, all books, records, and supporting documents necessary to verify the expenditure and use of funds provided under this Contract Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by IECC, State of Illinois, the Auditor General of the State of Illinois, the Secretary of Labor and the Comptroller General of the United States or any of their duly authorized representatives. Contractee agrees to provide full access to all relevant materials and to provide copies of same upon request to any of the agencies named herein, or their designees.

In the event that an audit is commenced during the three-year period specified herein, said three (3) year period shall be extended for the duration of the audit and the Contractee agrees to cooperate fully with any audit conducted by or through said entities. Failure to maintain books, records and supporting documents as required by this Agreement shall establish a presumption in favor of IECC, and the State of Illinois for the recovery of any funds paid by IECC under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. If any of the services to be performed under this Agreement are subcontracted, the Contractee shall include in all subcontracts covering such services, a provision that the agencies named herein, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for the time period specified herein.

Section 3.4 TRAVEL REGULATIONS

Costs in accordance with the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Contractee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Contractee's employees who are in travel status on official business incident to the Grant program. If State of Illinois Travel Regulations are not followed by the Contractee, the Contractee must have on file its approved travel policy

for reference by IECC staff, State of Illinois, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by Federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. The Contractee must retain source documentation for travel expenses of its employees. Travel policies are subject to review and approval at any time.

Section 3.5 MODIFICATION AND AMENDMENT OF CONTRACT AGREEMENT

The following provisions relate solely to modifications of the approved Contract Budget (Attachment B hereof). Provisions relating to Modifications by Operation of Law or Discretionary Modifications are set forth in Section 4.8 of this Agreement.

Modifications in Budget

Modifications in the Budget shall be in accordance with the following provisions:

A. If the Contractee has reason to believe that its operation for the Contract period will result in an over expenditure of the amount budgeted for the programmatic cost category, the programmatic cost category may be over expended to the extent that the Administrative cost category is under expended with the approval of IECC / LWIB 23 and its staff.

B. If the Contractee has reason to believe that its operation for the contract period will exceed the total budget authorization, it shall request approval of IECC / LWIB 23 in writing. In no event shall the Contractee make any change in cost categories which increases or decreases the total budget without prior approval of IECC / LWIB 23.

C. Failure of the Contractee to either request approval of IECC / LWIB 23 for anticipated budget variation or to formally request approval for variation of the total contract amount, except as provided under Section 3.5(B), herein, shall be deemed sufficient reason for IECC / LWIB 23 to disallow costs incurred in excess of specific cost category amounts or total grant amount as set forth in the Contract Budget even if the total costs incurred are within the legislated limitations of the cost categories.

D. If IECC / LWIB 23 grants a budget revision, a Contract Agreement Modification shall be issued by IECC incorporating a revised Contract Budget.

Section 3.6 PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or in part with funds provided under this Contract Agreement shall be subject to copyright in the United States or in any other country. All documents, including reports, studies and other materials developed, produced or generated by the Contractee or its sub-contractees or subcontractors as part of the performance required under this Agreement are referred to herein as the "Contract Documents". Contractee and IECC shall have the mutual right to publish, distribute, and use all Contract Documents without permission of or payment to the other Party. The Contractee will not publish or permit any other person to

publish any Contract Documents without advance notice to IECC and State. The Contractee shall acknowledge IECC and DCEO as providing funds for any such publication, and shall accede to any request by IECC and DCEO that appropriate disclaimer language be incorporated into the publication.

Section 3.7 REPORTS REQUIRED

The Contractee shall submit programmatic and expenditure reports as required by IECC / LWIB 23.

Section 3.8 MONITORING AND EVALUATION

IECC staff will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Contract Agreement. The Contractee will be monitored for compliance with all applicable Federal, State and local laws, regulations, and rules applicable to this Agreement. The Contractee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the Workforce Investment Act / Trade Adjustment Act funds. Assessments will occur both during the operation of the program and upon its completion.

Section 3.9 OWNERSHIP OF NONEXPENDABLE PERSONAL PROPERTY

It is understood that nonexpendable personal property purchased by the Contractee agency with funds provided under this Contract Agreement and nonexpendable personal property received from IECC shall not be the property of the Contractee agency but shall be held by it in trust for the benefit of the People of LWA 23. Upon the termination of this Contract and upon the election of IECC / LWIB 23, the Contractee shall surrender possession of such property to IECC or, ship same to any designated location.

Section 3.10 PROPERTY MANAGEMENT

The Contractee may not purchase nonexpendable personal property items exceeding \$500 without IECC's prior written approval. The Contractee agrees to comply with 29 CFR Part 95.34 or 29 CFR Part 97.32 i.e., OMB Circulars A-110 or A-102, as applicable to its organization in the management of nonexpendable personal property and agrees to comply with the LWA's contracting and procurement policies.

Section 3.11 CONTRACTEE'S OVERSIGHT OF SUB-CONTRACTEES

The Contractee shall provide oversight and monitoring of sub-contractees on a frequency which ensures that the financial systems of its sub-contractees are in accordance with 20 CFR Parts 667.400(c) (1) and 667.410(a).

Section 3.12 PROGRAM INCOME

Program Income, as defined under 29 CFR Part 95.24 or 29 CFR Part 97.25, shall be used in accordance with 20 CFR Part 667.200(a) (5).

Section 3.13 BONDING

The Contractee shall provide bonding for every officer, director, agent or employee who handles funds (cash, checks or other instruments of payment for program costs) under this Contract Agreement. The amount of coverage shall be the higher of: (1) the highest cash request planned during the term of this agreement, or (2) \$100,000. The Contractee agrees to comply with OMB Circulars A-110, A-102 or A-133, as applicable.

Section 3.14 PROCUREMENT

The Contractee, if a unit of local government, shall follow the procurement standards as established in 29 CFR 97.36 paragraphs B through I and all other Contractees shall follow the procurement standards in 29 CFR 95.40 through 95.48.

Section 3.15 INTEREST INCOME

All interest earned on funds advanced under this Contract Agreement shall be treated as program income in accordance with section 195(7) (B) (iii) of the Act.

Section 3.16 EQUAL OPPORTUNITY/NONDISCRIMINATION

As a condition to the award of financial assistance under WIA/TAA from the Department of Labor, the Contractee assures, with respect to operation of the WIA/TAA-funded program or activity that it will comply fully with the nondiscrimination and equal opportunity provisions in section 188 of the Workforce Investment Act of 1998, USDOL Regulation 29 CFR Part 37, as amended, USDOL Regulations at 29 CFR parts 31 and 32, including the nontraditional Employment For Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; the Civil Rights Restoration Act of 1987; Executive Order 12250; Age Discrimination in Employment Act of 1967; Equal Pay Act of 1963; U.S. Department of Labor Regulations at 28 CFR Part 42, subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and Victim's Economic Security and Safety Act. Also the Contractee agrees to comply with the state and local Methods of Administration (MOA).

Section 3.17 COMPLAINT PROCESS

The Contractee shall comply with the grievance procedure(s) contained in section 181(c) of the Workforce Investment Act, any state issued policy guidance and IECC policies.

Section 3.18 CONFLICT OF INTEREST

In addition to any other conflict of interest provisions set forth in this Agreement, the Contractee and its employees are subject to the provisions of Section 117(g) of the Act.

Section 3.19 ASSURANCE

The provision by the Contractee of the following assurance and certifications in no way affects the Contractee's obligations to comply with every provision of this Agreement, even if not specifically mentioned in this section 3.19. The Contractee hereby assures and certifies compliance with each of the requirements applicable to its program:

A. It will comply with program requirements as provided for under section 181, 183, 184, 187, 189, and 195 of the Act.

B. It will comply with 20 CFR part 667.264(a) (2) prohibiting utilization of funds to carry out public service employment programs under title I of the Act.

C. It will comply with the limitations on the use of funds as provided for under 20 CFR part 667.264(a) and 20 CFR part 667.264(b).

D. It will comply with section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).

E. It will permit and cooperate with federal investigations undertaken in accordance with section 185 of the Act.

F. It will comply with section 134(e)(3) of the Act and 20CFR parts 663.815, 663.820, 663.825, 663.830, and 663.840 in making needs-based payments to individuals participating in a training program.

G. It will comply with the record retention requirements contained in 29 CFR 95.53 or 29 CFR 97.42.

H. It agrees to comply with 29 CFR part 667.270 which prohibits replacing a currently employed worker with any WIA participant.

I. It will only serve non-economically disadvantaged participants in accordance with section 129(c) (5) of the Act.

J. It agrees to comply with 20 CFR part 667.262(a), prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.

K. It will comply, and require all lower tier sub recipients to comply, with the policy on lobbying restrictions as established in accordance with 29 CFR Part 93.

L. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98.

M. It will require all commercial organizations, which are lower tier sub recipients/contractees and which expend more than the minimum level specified in OMB Circular A-133 (\$500,000 as of July 28, 2003) have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit.

N. It will comply with sections 134(d) (4) (F) (iii) and 134(d) (4) (G) of the Act.

O. Equal Employment Opportunity-all contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

P. Where applicable, Contractee shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulations (29 CFR part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Q. Where applicable, the Contractee shall comply with the Davis-Bacon Act, as supplemented by Department of Labor Regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Finance and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate no less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

R. Where applicable, Contractee shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. and 327-333), as supplemented by Department of Labor Regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

S. Where applicable, Contractee shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

T. Where applicable, the Contractee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

U. Where applicable, Contractee shall comply with the provisions of the Byrd Anti-Lobbying amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

V. Contractee shall comply with the provisions of Debarment and Suspension (E.O.'s 12549 and 12689). No contract shall be made to parties listed on the general services administration's list of parties excluded from federal procurement or nonprocurement programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

W. Contractees shall comply with the provisions of the Hatch Act.

X. Contractee shall comply with the mandatory standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 94-163).

**PART IV
GENERAL PROVISIONS**

Section 4.1 CONTRACTEE AUTHORITY; INDEPENDENCE OF CONTRACTEE PERSONNEL; IECC AUTHORITY; GOVERNING LAW

A. **Contractee Authority.** The Contractee warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses legal authority to apply for this grant and to execute the proposed program or project described in part III hereof. Contractee's execution of this Agreement shall serve as its attestation that Contractee has read, understands and agrees to all provisions of this Agreement and to be bound thereby.

B. **Independence of Contractee Personnel.** All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed, or contracted with, by Contractee, and shall in all respects be subject to the rules and regulations of Contractee governing its employees. Neither Contractee nor its personnel shall be considered to be the agents or employees of IECC.

C. **IECC Authority.** IECC and its payroll employees, when acting pursuant to this Agreement are acting as IECC officials in their official capacity and not personally or as the agent of others.

D. **Governing Law.** This contract is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law as that law would be interpreted by an Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law, will be applied as it would be if interpreted and applied by an Illinois court.

Section 4.2 SCOPE OF SERVICES

In consideration for the contract funds to be provided by the contract, the Contractee agrees to perform the services, provide the materials and to prepare and submit to IECC / LWIB 23 the reports, studies and other deliverables described in the scope of work attached to the notice of contract award. Such service, materials, reports, studies and other deliverables are referred to herein as the "Program" or "Project".

Section 4.3 FISCAL RESPONSIBILITIES

A. **Non Appropriation Clause.** Payments pursuant to this Agreement are subject to the availability of applicable federal and state funding from DCEO and IECC and their appropriation and authorized expenditure under state law. Obligations of the state and IECC will cease immediately without penalty or liability of further payment being required if in any fiscal year that this Agreement is in effect the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this contract. The Contractee hereby is given actual knowledge of the fact that pursuant to the State Finance Act, 30 ILCS 105/30,

payments under this contract are contingent upon there existing a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the state or IECC, or assume to bind the state or IECC in an amount in excess of the money appropriated, unless expressly authorized by law. If this is a multi-year contract, it is void by operation of law if IECC fails to obtain the requisite appropriation to pay the contract in any year in which this Agreement is in effect.

B. **Total Amount of Contract Limited.** The Contractee expressly understands and agrees that the total financial obligation of IECC under this Agreement shall not exceed the total contract amount set forth on the Contractee's budget and the Contractee agrees expressly to fully complete the scope of services specified in this Agreement and all other obligations under this Agreement within the stated total consideration.

C. **Delivery of Contractee Payments.** Payment to the Contractee under this Agreement shall be made payable in the name of the Contractee and sent to the person and place specified in the contract. The Contractee may change the person to whom payments are sent, or the place to which payments are sent by written notice to IECC signed by the Contractee. No such change or payment notice shall be binding upon IECC until twenty (20) business days after actual receipt.

Section 4.4 NOTICE

Any notice, demand or communication required or permitted to be given to the Contractee under this Contract shall be given in writing per the Contractee administrator information set forth on page 3 of this contract. Any communication to be given to IECC under this contract shall be given in writing to:

Tony Logue, WIA Operations Manager
80 Broadway, Suite 101
Mattoon, IL 61938
(217) 235-2942 ext. 8392

Section 4.5 ACCESS TO RECORDS; PROJECT CLOSEOUT; ACCOUNTING; AND AUDIT REQUIREMENTS

A. **Contract Closeout.** In addition to any other reporting requirements specified in this Agreement, the Contractee shall complete and submit a final contract closeout report on forms provided by IECC, within time limits established by IECC, after the expiration or termination of this contract. The Contractee must report on the expenditure of contract funds provided by IECC, and if applicable, the Contractee's required matching funds. The Contractee is responsible for taking the necessary steps to correct any deficiencies disclosed by such contract closeout report, including such action as IECC, based on its review of the contract closeout report, may direct.

In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., and IECC policy, the Contractee must, within 30 days of the expiration or termination of this Agreement,

refund to IECC, any balance of funds which is unexpended at the end of the contract term specified in the notice of contract award. For purposes of preparation of contract close-out forms, the determination of allowable expenditures and excess contract funds shall be based on the premise that the total Contractee compensation under this Agreement shall not exceed the amount specified in Attachment B.

B. **Audit Requirements.** If required by Part I of this contract agreement, the Contractee shall be required to have an audit conducted in accordance with the following terms:

1. **Federally Funded Grants/Contracts**

a. **Applicable Federal Requirements.** If the Contractee is required to have an audit conducted pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), then the audit shall be performed in accordance with their provisions.

b. **Contractee shall Furnish IECC with Copy of Audit.** When the Contractee has an audit conducted pursuant to the requirements of the Single Audit Act and OMB Circular A-133, and an audit report is produced pursuant to such federal requirements, the Contractee shall provide IECC with a copy of such audit report, except in cases where the Contractee is not required by the Single Audit Act or OMB Circular A-133 to distribute a copy of such audit report to IECC. A copy of the agencies management letter is also to be furnished to IECC with the audit.

c. **Contractee to Send IECC / LWIB 23 Copy of Audit Report or Reporting Package Within Specified Time Period.** The Contractee shall send a copy of the audit report, the data collection form, the audit management letter and the appropriate reporting package, as provided for in the Single Audit Act and OMB Circular A-133, to IECC / LWIB 23 within 30 days of the Contractee's receipt for which the audit was performed. The Contractee shall send the audit report to IECC at the following address:

Illinois Eastern Community Colleges
Attn: Gerry Schlechte, Director – WIA Operations
80 Broadway, Suite 101
Mattoon, IL 61938

2. **State Funded Grants/Contracts**

a. **State Audit Requirements:**

(i) An audit shall be conducted by a certified public accountant who is licensed by the State of Illinois to conduct and audit in accordance with Generally Accepted Auditing Standards.

(ii) Grant/Contract funds shall be included in the Contractee's annual audit, unless the State and IECC authorizes the Contractee to have a contract specific audit conducted.

(iii) Upon completion of an audit, an audit report shall be issued and the Contractee shall provide IECC / LWIB 23 with a copy of such audit report and management letters.

(iv) The Contractee shall provide IECC / LWIB 23 with a copy of an audit report within 30 days of the Contractee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Contractee shall send the audit report to IECC at the following address:

Illinois Eastern Community Colleges
80 Broadway, Suite 101
Mattoon, IL 61938

- C. **Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Contractee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premium for Workers Compensation, social security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- D. **Insurance.** The Contractee shall maintain public liability, casualty and auto insurance in sufficient amounts to protect IECC / LWIB 23 from liability for acts of Contractee and risks and indemnities assumed by Contractee. If Contractee does not have minimum coverage (for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage (for \$100,000 per occurrence) Contractee must inform IECC / LWIB 23 and seek written permission for lessor coverage. Contractee shall carry Worker's Compensation Insurance in amount required by law. Contractee shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

Section 4.6 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

1. **Due to loss of funding.** Obligations of the State and IECC will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. In the event IECC suffers such a loss of funding in full or in part, IECC shall give the Contractee written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

2. **For Cause.** If the State or IECC / LWIB 23 determines that the Contractee has failed to comply with any of the terms, conditions or provisions of this

Agreement, including any applicable rules or regulations, IECC / LWIB 23 may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. IECC / LWIB 23 shall notify the Contractee in writing of the reasons for the termination and the effective date of the termination. Contractee shall not incur any costs after the effective date of the termination. Payments made to the Contractee or recovery by IECC shall be in accordance with the legal rights and liabilities of the parties. In the event of termination for cause, Contractee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Contractee ineligible for consideration for future funds from IECC.

3. For Convenience. IECC / LWIB 23 or the Contractee may terminate this Agreement in whole or in part when IECC / LWIB 23 and the Contractee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditure of funds. IECC / LWIB 23 and the Contractee shall agree upon termination conditions including the effective date and in the case of partial termination, the portion to be terminated. The Contractee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. IECC shall allow full credit to the Contractee for IECC's share of the non-canceled obligations, if properly incurred by the Contractee prior to termination.

B. Suspension. If the Contractee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, IECC / LWIB 23 may, after written notice to the Contractee, suspend this Agreement, withhold further payments and prohibit the Contractee from incurring additional obligations of the contract funds, pending corrective action by the Contractee or a decision to terminate this Agreement. IECC / LWIB 23 may determine to allow such necessary and proper costs which the Contractee could not reasonably avoid during the period of suspension provided that IECC / LWIB 23 agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

Section 4.7 INDEMNIFICATION

A. Non governmental entities. The Contractee agrees to indemnify and hold IECC / LWIB 23 and/or the State of Illinois, and its officers, agents, or employees harmless from and against any and all claims, and actions, including but not limited to, attorneys' fees, costs and interest, based upon and arising out of any services performed under this Agreement, or disbursements of contract funds provided hereunder by the Contractee and its officers, employees, agents, independent contractors, subcontractors, sub recipients, volunteers, or other associates. The Contractee shall further indemnify and hold IECC / LWIB 23 and/or the State of Illinois and/or its officers, agents and employees harmless from and against any and all liabilities, demands, claims, damages, suit costs, fees and expenses incident thereto, for injuries or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts or omissions on the part of the Contractee, its officers, employees, agents, independent contractors, subcontractors, sub recipients, volunteers or other associates, arising out of any services performed under this Agreement.

The Contractee further agrees to indemnify, save and hold harmless IECC / LWIB 23, its officers, agents and employees against any liability, including costs and expenses associated with the violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Agreement or any libelous or any unlawful matter contained therein.

B. **Governmental Entities.** In the event that the Contractee is a governmental entity, it will indemnify and hold harmless IECC / LWIB 23 as set out herein to the extent authorized by federal and/or state constitution(s) and/or laws.

C. **Notice.** In the event that any demand or claim relating to the transactions or activities pursuant to this Agreement is made known to either party, IECC / LWIB 23 and/or the Contractee will notify the other party to this Agreement in writing in an expedient manner.

D. **Disallowed Costs.** The Contractee agrees to pay for any disallowed costs associated with its operations or execution of this contract. This must be repaid with non-WIA / TAA dollars.

Section 4.8 MODIFICATION BY OPERATION OF LAW; DISCRETIONARY MODIFICATION; BUDGET MODIFICATION

A. **Modifications by Operation of Law.** This Agreement is subject to such modifications as IECC / LWIB 23 determines may be required by federal or state law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. IECC / LWIB 23 shall timely notify the Contractee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. **Budget Modifications.** Budget modifications shall be made in accordance with any applicable provisions as specified elsewhere in this Agreement.

C. **Discretionary Modifications.** If either IECC / LWIB 23 or the Contractee wishes to modify the terms of this Agreement other than as set forth in section A and B above, written notice of the proposed modification must be given to the other party. No modification will take effect until it is agreed to in writing by both IECC / LWIB 23 and the Contractee, except that if IECC / LWIB 23 notifies the Contractee in writing of a proposed modification without the prior written approval of the Contractee, and the Contractee fails to object in writing, specifying the reasons for the objections, within thirty (30) calendar days from the date of IECC / LWIB 23's notice to the Contractee of such proposed modification, the modification will be deemed to be approved by the Contractee. IECC / LWIB 23's notice to the Contractee shall contain the Contractee name, grant number, modification number, purpose of the revision and signature of IECC's CEO and LWIB Chairperson.

D. **Unilateral Modifications.** The parties agree that IECC / LWIB 23 may unilaterally modify this Agreement without prior approval of the Contractee when the modification is initiated by IECC / LWIB 23 for the sole purpose of increasing the Contractee's funding allocation as additional funds become available for the contract during the program year covered by the term of this Agreement. The parties further agree that the 30 day period for objection described in section 4.7C above, does not apply to the unilateral modification ability described in this section 4.7D.

E. **Contract Renewal.** Subject to satisfactory performance by the Contractee and availability of funds, the parties to this contract may elect to renew this contract for an additional twelve months beyond the contract ending date identified in the Notice of Contract Award on page 2 of this contract.

Section 4.9 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED

A. **Conflict of Interest.** The Contractee shall establish safeguards to prohibit officers, directors, agents and employees from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties.

B. **Interest of Public Officials/Employees.** If the Contractee is a local government, the Contractee certifies that no officer or employee of the Contractee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or negotiated under a program grant or contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

If the Contractee is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made to IECC / LWIB 23 in advance of any decisions relative to the award of a contract giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation and voting in connection with the awarding of such a contract and provided further, that IECC / LWIB 23 determines in writing, that the best interest of the state outweighs the conflict of interest issue.

Violations of this provision may result in suspension or termination of this Agreement, and recovery of grant funds or contracts provided hereunder. Violators may also be criminally liable under other applicable state laws and subject to actions up to and including felony prosecution. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions which create or which appear to create a conflict of interest as described herein.

C. **Bonus or Commission Prohibited.** The Contractee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by IECC / LWIB 23 which may be necessary in connection with carrying out the program objectives.

D. **Hiring State Employees Prohibited.** No state officer or employee may be hired or paid with funds derived directly or indirectly through this contract without the written approval of IECC / LWIB 23.

Section 4.10 APPLICABLE STATUTES

A. **Contractee Responsibility.** All applicable federal, state and local laws, rules and regulations governing the performance required by Contractee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Contractee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to, those specifically referenced herein. Except where expressly required by applicable laws and regulations, IECC / LWIB 23 shall not be responsible for monitoring Contractee's compliance.

B. **Land Trust/Beneficial Disclosure Act (765 ILCS 405/2,1).** No grant/contract award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with IECC / LWIB 23 identifying each beneficiary of the land trust by name and address and defining such interest therein.

C. **Historic Preservation Act (20 ILCS 3420/1 et.seq.).** The Contractee will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer, or sale or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property.

D. **State of Illinois Discrimination laws (775 ILCS 5/1-1001, et. seq.).** In carrying out the performance required under this Agreement, the Contractee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated there under, may result in a determination that political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

E. **Drug free Workplace Act (30 ILCS 580/1, et. seq.).** Contractee will make the certification required in this Agreement and will comply with all of the provisions of the Drug Free Workplace Act, which are applicable to the Contractee. False certification or violation of the requirements of the Drug Free Workplace Act may result in sanctions including, but not

limited to, suspension of contract payments, termination of this Agreement and debarment of contracting or grant/contract opportunities with IECC / LWIB 23 for at least one (1) year but not more than five (5) years.

F. **Freedom of Information Act (5 ILCS 140/1 et. seq.)**. Applications, programmatic reports and other information obtained by IECC / LWIB 23 under this Agreement shall be administered pursuant to the Freedom of Information Act. IECC / LWIB 23 shall give Contractee timely notice in the event it receives a request for information submitted by Contractee relative to this Agreement.

G. **Unemployment Insurance Act (820 ILCS 405/1900)**. In the context of performance under this Agreement, the Contractee will or may have access to documents, files, records or other information that is confidential within the meaning of section 1900 of the Unemployment Insurance Act and agrees to comply with all provisions set forth in section 1900 of said Act regarding nondisclosure of any such information, including penalties for noncompliance.

H. **Victims Economic Security and Safety Act (P.A. 093-0591)**. If the Contractee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Contractee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Contractee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

I. **Prevailing Wage Act (820 ILCS 130/0.01 et seq.)**. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this contract shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq) unless the provision of that Act exempt its application. In the construction of the project, the Contractee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

J. **Equal Pay Act of 2003 (P.A. 093-0006).** If the Contractee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Contractee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Contractee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

Section 4.11 MISCELLANEOUS PROVISIONS

A. **Waivers.** A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from the Director – WIA Operations and LWIB Chairperson.

B. **Assignment.** The benefits of this Agreement and the rights, duties and responsibilities of the Contractee under this Agreement may not be assigned (in whole or part) except with the express written approval of IECC / LWIB 23 acting through its director. Any assignment by the Contractee in violation of this provision renders this Agreement voidable by IECC / LWIB 23.

C. **Severability Clause.** If any provision under this Agreement or its application to any persons or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

D. **Integration Clause.** This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

E. **Subcontract and Grants.** The Contractee's services, duties and responsibilities specified herein shall not be subcontracted or sub granted by the Contractee without prior written approval of IECC / LWIB 23, unless such subcontracts or sub grants are provided for elsewhere in this Agreement. Any subcontracts or sub grants shall be subject to, and conform with all applicable state and federal laws, and shall specifically provide that subcontractors or sub contractees are subject to all of the terms and conditions of this Agreement.

**PART V
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Contractee makes the following certifications as a condition of this Agreement. These certifications are required by state statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Contractee's execution of this Agreement shall serve as its attestation that the certification made herein is true and correct.

Section 5.1 **COMPLIANCE WITH APPLICABLE LAW**

The Contractee certifies that it shall comply with all applicable provisions of federal, state and local laws in the performance of its obligations pursuant to this Agreement.

Section 5.2 **BID-RIGGING/BID-ROTATING**

The Contractee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

Section 5.3 **DEFAULT ON EDUCATIONAL LOAN**

The Contractee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

Section 5.4 **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130) prohibit discrimination against persons with disabilities by the state, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the Contractee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

Section 5.5 **DRUG FREE WORKPLACE ACT**

The Contractee certifies that:

- A) ___ It is a corporation, partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) ___ The purpose of this grant is to fund solid waste reduction.

C) X It is a corporation, partnership, or other entity (other than individual) with 25 or more employees at the time of execution of this Agreement.

D) ___ It is an individual.

If option "A" or "B" is checked, this agreement is not subject to the requirements of the Act.

If option "C" or "D" is checked and the amount of this contract is five thousand dollars (\$5,000.00) or more, the Contractee is notified that the Drug Free Workplace Act (30 ILCS 580/1et. seq.) is applicable to this Agreement, and the Contractee must comply with the terms of said Act, as set forth below:

Contractee will provide a drug free workplace by:

(a) Publishing a statement:

(i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Contractee's workplace.

(ii) Specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Notifying the employee that, as a condition of employment on such grant/contract, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for violation occurring in the workplace no later than ten (10) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) the Contractee's policy of maintaining a drug free workplace;

(iii) any available drug counseling, rehabilitation and employee assistance programs; and

(iv) the penalties that may be imposed upon any employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant or contract and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 30 ILCS 580/5.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 30 ILCS 580/5.

If the Contractee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, possession, or use of a controlled substance in the performance of this Agreement.

Section 5.6 **ANTI-BRIBERY**

The Contractee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Contractee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).

Section 5.7 **DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT**

The Contractee certifies (i) that it will not commit unlawful discrimination on employment in Illinois as the term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Contractee further certifies that, if applicable, it will comply with “An act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public building or public works.” (775 ILCS 10/0.01 et.seq.).

Section 5.8**SEXUAL HARASSMENT**

The Contractee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission and, (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B) (5)). A copy of the policies shall be provided to IECC upon request.

Section 5.9**INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Contractee hereby certifies that neither the Contractee nor any substantially owned affiliate company of the Contractee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et. seq.).

**ATTACHMENT A
CERTIFICATION REGARDING LOBBYING**

Certification for contracts, grants, loans, and cooperative agreements.

By accepting this contract, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant/contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The signer shall require that the language of this certification be included in the award documents for all sub awards at the tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.C.S. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

C.E.F.S. Economic Opportunity Corporation
Contractee/Contractor Organization

12-070112-CEFS001
Contract Number

Name of Certifying Official
Paul White

Signature

Date

Agenda Item #8E

New employee Background Checks

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: New Employee Background Checks

Most insurance companies are now requiring that the District conduct criminal background checks on each new District employee. Certified Background, the company which currently conducts checks on the District's Allied Health Students, has given the District a quote to perform background checks on all new employees.

New Hire Package #2	Price
Illinois Statewide Search	\$40.00
Nationwide Criminal Database (includes 50 State Sex-Offender Registry)	
Residency History	
Flat Rate All Counties of Residence Outside of Illinois	

I request that the Board approve that all new employees undergo a criminal background check and that the District contract with Certified Background to conduct these criminal background checks on all new employees.

TLB/rs

Agenda Item #8F

Memorandum of Agreement – Registration and Testing Day Spring 2014

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Memorandum of Agreement Registration & Testing Day Spring 2014

Under the existing contract, faculty members are required to be present for two registration and testing days during the beginning of the Spring Semester 2014. Because of conflicts with the mid-term schedule, it is necessary that a registration and testing day be eliminated in the Spring Semester of 2014. Thus, for the 2013-2014 academic year, faculty will have 178 days of service instead of the 179 days of service. This contract modification was submitted to Rob Mason, the Association President, for review and acceptance. A Memorandum of Agreement has been approved by the Association that provides for one less registration and testing day for Spring 2014.

I ask the Board's approval of this Memorandum of Agreement with the Faculty Association.

TLB/rs

Attachment

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (“Board”) and the Illinois Eastern Community Colleges Education Association, IEA-NEA (“Association”) with respect to Section 2.9 (Days of Service) of their existing collective bargaining agreement. The Board and the Association hereby agree as follows:

1. Subject to the remaining requirements of Section 2.9, during academic year 2013-2014, one less registration and testing day will be observed. During the Spring 2014 semester only, one registration and testing day will be scheduled. Thus for the 2013-2014 academic year faculty will have 178 days of service, instead of the regular 179 days of service.
2. This agreement has been developed and entered into based upon unique circumstances. The parties agree that this Agreement does not constitute, and shall not be cited, as a practice or precedent with respect to members of the bargaining unit or other employees of the Board, now or in the future

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates indicated below.

BOARD OF TRUSTEES OF ILLINOIS
EASTERN COMMUNITY COLLEGES
DISTRICT NO. 529

ILLINOIS EASTERN COMMUNITY
COLLEGES EDUCATION
ASSOCIATION, IEA/NEA

By: _____

By: _____

Date: _____

Date: _____

Agenda Item #8G

2013-2015 Academic Calendar

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Academic Calendar 2013-2014 and 2014-2015

A two year academic year calendar must be adopted by the Board of Trustees. Under the existing contract, the administration has submitted the calendars to the Illinois Eastern Community College Education Association. Pam Schwartz and President Rodney Ranes met with Association President Rob Mason and discussed the proposed calendar. President Mason suggested no changes from the attached academic calendars.

I ask the Board's approval of the academic calendar as proposed.

TLB/rs

Attachment

Academic Calendar

2013-2015

2013 Fall Semester

August.....	8-9	Faculty Workshop
August.....	12-14	Registration, Testing
August.....	15	First Day of Classes
September	2	Colleges Closed. Labor Day
September	17	Constitution Observance Day. Classes in session
October.....	1	No Classes. District Faculty/Staff Professional Development Day
October.....	14	Colleges Closed. Columbus Day
October.....	9	Midterm
November.....	11	Colleges Closed. Veteran's Day
November.....	28-29	Colleges Closed. Thanksgiving
December	6	Last Day of Classes
December	9-12	Final Exams
December	13	Last Day of Semester.

(Colleges closed December 19, 2013 – January 1, 2014. Winter Break)

2014 Spring Semester

January	2	Colleges Open. Faculty Workshop
January	3	Registration, Testing
January	6	First Day of Classes
January	20	Colleges Closed. Martin Luther King, Jr. Day
February	17	Colleges Closed. President's Day
February	28	Midterm
March	3	No Classes. Casimir Pulaski Holiday
March	4-7	No Classes. Spring Break
April	18	Colleges Closed. Spring Holiday
May	2	Last Day of Classes
May	5-8	Final Exams
May	9	Last Day of Semester/Graduation

2014 Intersession

May	12	First Day of Classes
May	20	Midterm
May	26	Colleges Closed. Memorial Day
May	30	Last Day of Intersession

2014 Summer Semester

June	4	Faculty Workshop
June	5	First Day of Classes
July	1	Midterm
July	4	Colleges Closed. Independence Day
July	29	Last Day of Classes
July	30-31	Finals

2014 Fall Semester

August.....	14-15	Faculty Workshop
August.....	18-20	Registration, Testing
August.....	21	First Day of Classes
September	1	Colleges Closed. Labor Day
September	17	Constitution Observation Day. Classes in Session
October.....	7	No Classes. District Faculty/Staff Professional Development Day
October.....	13	Colleges Closed. Columbus Day
October.....	16	Midterm
November.....	11	Colleges Closed. Veteran’s Day Observed
November.....	27-28	Colleges Closed. Thanksgiving.
December	12	Last Day of Classes
December	15-18	Finals
December	19	Last Day of Semester

(Colleges Closed December 22, 2014 –January 2, 2015. Winter Break)

2015 Spring Semester

January	5	Colleges Open.
January	7	Faculty Workshop
January	8-9	Registration, Testing
January	12	First Day of Classes
January	19	Colleges Closed. Martin Luther King, Jr. Day
February	16	Colleges Closed. President’s Day
March	6	Midterm
March	9	No Classes. Casimir Pulaski Holiday Observed
March	10-13	No Classes. Spring Break
April	3	Colleges Closed. Spring Holiday
May	8	Last Day of Classes
May	11-14	Final Exams
May	15	Last Day of Semester/Graduation

2015 Intersession

May	18	First Day of Classes
May	25	Colleges Closed. Memorial Day
May	27	Midterm
June	5	Last Day of Intersession

2015 Summer Semester

June	8	First Day of Classes
July	2	Midterm
July	3	Colleges Closed. Independence Day Observed
July	31	Last Day of Classes
August.....	3-4	Finals

Agenda Item #8H

Student Satisfaction Survey Results

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: 2012 Spring Student Satisfaction Surveys

The Office of Institutional Development conducts a Student Satisfaction Survey each Spring semester. The 2012 survey was conducted online from January 18-March 30. 326 students completed the survey from: Frontier 113; Lincoln Trail 119; Olney Central 34; and Wabash Valley 60.

Of the students completing the survey: First year students, 141; Second year, 112; Returning students, 50; Transfer, 107; Career/Technical, 166; Dual Credit, 10; and Other , 43. 252 were full time students and 74 were part time students.

Survey questions included areas in Communications, Building and Grounds Maintenance, Advisement Services, Registration Services, Financial Aid Services, Learning Resource Centers, Technology Services, Instructional Classroom Services, and recommending the college to others.

Results included:

94% were satisfied with Advisement Services.

85% were satisfied with Registration Services.

84% were satisfied with Learning Resource Center's availability, and resources available.

96% felt the building and grounds were maintained in a clean and attractive manner.

93% were satisfied with Entrata.

69% were satisfied with the Help Desk services and 27% reported non applicable.

90% were satisfied with Angel.

98% were satisfied with overall quality of instruction.

90% felt the instruction was academically challenging.

97% were satisfied with classroom size.

91% were satisfied with courses available at the times they want or needed them.

93% believe they are treated with respect as an individual.

55% would definitely recommend to others and 34% probably would recommend.

Areas of concern:

34% were unsure their courses would transfer to a four year degree.

25% rated communication between the colleges as “great”. 47% responded “OK”, but the number for “great” needs be increased.

38% were not aware of student organizations available at their campus.

Communication and customer service are two important goals of the mission and values of our colleges and the District overall. There is always room for improvement to make sure each student feels they are heard and treated in a respectful manner while assisting them to obtain their educational goals.

Individual college responses were very close to the overall district responses. The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention. In addition the results of the survey are used by Students First assessment groups as they complete their goals and objectives for 2012.

I ask the Board’s acceptance of this Student Satisfaction Survey. An overview of the survey follows.

TLB/rs

Attachment

Agenda Item #8I

District Site & Master Construction Plan

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: District Site and Master Construction Plan

In preparation for IECC's Illinois Community College Board (ICCB) Recognition Visit, scheduled for Spring of 2013, the District's Site & Master Construction Plan has been updated.

This plan sets forth current buildings, locations, and other pertinent information about existing buildings. It identifies new facilities that have been approved for construction by the Board of Trustees, the ICCB, and the Capital Development Board. There is a narrative describing the use of the proposed new buildings.

I recommend approval of the updated District Site & Master Construction Plan.

TLB/rs

Attachment

Agenda Item #8J

Articulation Agreement Between IECC and SIU-C

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: May 15, 2012

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Applied Science graduates who meet SIUC entrance requirements to receive preferential admission status, based on space availability, into SIUC's Bachelor of Science (BS) degree in Technical Resource Management in the College of Applied Science and Arts.

This Program Articulation Agreement will allow IECC and SIUC to form a cooperative relationship to better serve IECC students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this Agreement by sending written notification of such termination to the other party no less than (90) days prior to the end of the semester in effect at the time.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIUC.

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT

BETWEEN

**ILLINOIS EASTERN COMMUNITY COLLEGES:
FRONTIER COMMUNITY COLLEGE - FAIRFIELD, ILLINOIS
LINCOLN TRAIL COLLEGE - ROBINSON, ILLINOIS
OLNEY CENTRAL COLLEGE - OLNEY, ILLINOIS
WABASH VALLEY COLLEGE - MT. CARMEL, ILLINOIS
AND**

**SOUTHERN ILLINOIS UNIVERSITY, CARBONDALE
CARBONDALE, ILLINOIS**

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is set forth between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University, Carbondale (SIUC).

1. All graduates of Illinois Eastern Community Colleges with a completed Associate in Applied Science (AAS) and meeting SIUC entrance requirements will receive preferential admission status, based on space availability, into SIUC's Bachelor of Science (BS) degree in Technical Resource Management in the College of Applied Sciences and Arts.
2. An Illinois Eastern Community Colleges graduate receiving an AAS degree will be accepted for the Capstone Option and admission to SIUC's Technical Resource Management program if the following have been completed by the student:
 - (a) a minimum of 60 transferable hours to SIUC;
 - (b) an overall grade point average (GPA) of 2.0 or above (4.0 scale) on all accredited work received prior to the awarding of the AAS degree as calculated by SIUC's grading regulations;

Acceptance into the Capstone Option reduces the SIUC University Core Curriculum from 41 to 30 hours.

3. Students will be required to satisfy SIUC's Senior institution hours requirement and to complete at least 120 hours with an overall GPA of 2.0 to receive a Bachelor of Science degree in Technical Resource Management. Coursework may include University Core Curriculum as well as Technical Resource Management major courses.
4. An SIUC Technical Resource Management representative will communicate periodically with Illinois Eastern Community Colleges personnel for general advisement and degree planning purposes.

5. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and university guidelines, Illinois Eastern Community Colleges students will be eligible to receive the Bachelor of Science degree in Technical Resource Management, College of Applied Sciences and Arts, Southern Illinois University, Carbondale.
6. Should changes occur in course or program content, the school making the change agrees to notify the other school in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
7. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. The parties agree that any access to student records shall be in compliance with FERPA.
8. This agreement is subject to change by legislative action or the Department of Education and subject to approval of the Southern Illinois University Board of Trustees, or the Illinois Eastern Community Colleges Board of Trustees.
9. Indemnification:
 - A. To the extent permitted by law and not inconsistent with the principles of sovereign immunity, SIUC shall indemnify and hold harmless the College, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIUC, its agents or employees, in the performance of SIUC's obligations under this Agreement. Claims against SIUC are subject to the Illinois Court of Claims Act, 705 ILCS 505 et seq.
 - B. To the extent permitted by law, the College shall indemnify and hold harmless SIUC, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.
10. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor and SIUC's faculty members; however SIUC reserves the right to remove any student from enrollment at SIUC upon the determination that the student is unable or unwilling to fulfill the requirements of SIUC's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIUC, and the SIUC Student Conduct Code. SIUC shall also have the right to withdraw any student from its educational degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

11. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
12. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision requirements under this Agreement:

For SIUC: Director

School of Information Systems & Applied Technologies
1365 Douglas Drive, Mailcode 6614
Southern Illinois University Carbondale
Carbondale, IL 62901

For IECC: Chief Academic Officer
Academic and Student Support Services
Illinois Eastern Community Colleges
233 E. Chestnut Street
Olney, IL 62450

13. This Agreement shall be in effect as of the Effective Date stated hereinabove and shall automatically renew until either party terminates this Agreement by sending written notification of such termination to the other parties no less than ninety (90) days prior to the end of the semester in effect at the time. Termination shall be effected at the end of that period, provided no student currently enrolled is deprived the opportunity to complete course requirements due to this action. Notwithstanding the aforementioned, this Agreement shall be subject to review every year.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

APPROVED:

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY GOVERNING SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

SIGNED: _____

Date: _____

Rita Cheng, Chancellor
Southern Illinois University,
Carbondale, IL 62901

Received and Recommended:

APPROVED:

BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES

SIGNED: _____

Date: _____

Terry L. Bruce, Chief Executive Officer

SIGNED: _____

Date: _____

Andrew Fischer, Chairman

Agenda Item #8K

Affiliation Agreement with Hamilton Memorial Hospital

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Affiliation Agreement with Hamilton Memorial Hospital

IECC wishes to enter into a new affiliation agreement with Hamilton Memorial Hospital, located in McLeansboro, Illinois.

This affiliation agreement is for the Associate Degree Nursing and Practical Nursing Programs and is the standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
ASSOCIATE DEGREE NURSING/PRACTICAL NURSING CERTIFICATE PROGRAM
FCC - LTC - OCC - WVC**

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of April, 2012 by
and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY
CENTRAL COLLEGE ASSOCIATE DEGREE NURSING/PRACTICAL NURSING
CERTIFICATE PROGRAM (offered at Frontier Community College, Lincoln Trail College,
Olney Central College, and Wabash Valley College), hereinafter referred to as DISTRICT #529
and

Hamilton Memorial Hospital McLeansboro, IL
(Agency) (City) (State)

(hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the nursing 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:

1. The AGENCY agrees to make its facilities available in all areas of patient care for
observation and participation by the students and faculty of the DISTRICT #529, Nursing
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 Department Head of the Nursing Program on behalf of DISTRICT #529
and the Administrator, and the Director of Nursing 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 will be responsible for the teaching and guidance of the students in the clinical nursing laboratory practice, and will be available to the nursing students.

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Faculty assumes full responsibility and supervision of the nursing students during their laboratory experience in the AGENCY.

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 Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing 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.

Nursing students and Nursing 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 of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange

with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the Director of Nursing Service, on behalf of the AGENCY, and by the Department Head and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

10. 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.

11. Nursing Faculty and nursing students shall be covered by liability insurance prior to any assignment for practice at the AGENCY.

12. Nursing Faculty and nursing students are responsible for health care costs related to incidents occurring in the clinical agencies.

13. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.

14. 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 Nursing 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 nursing laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____, 2012.

AGENCY:
Hamilton Memorial Hospital

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE
ASSOCIATE DEGREE NURSING/PRACTICAL
NURSING CERTIFICATE PROGRAM:

Vice President or
Director of Nursing Services

Department Head of Nursing

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

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: 03/12

Agenda Item #8L

Affiliation Agreement with Acute Medical Care

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Affiliation Agreement with Acute Medical Care

IECC wishes to enter into a new affiliation agreement with Acute Medical Care, located in Robinson, Illinois.

This affiliation agreement is for the Certified Medical Assistant Program located at Lincoln Trail College and is the standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 14 day of May, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and Acute Medical Care, Robinson, IL (hereinafter referred to as AGENCY).
[Insert: Agency, City, and State Above]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of LTC 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:

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S CMA 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 Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor 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. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of LTC, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA students during their laboratory experience in the AGENCY.

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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. 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.

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

Students who have physical or emotional disabilities which may negate success in CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

6. The faculty of LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. 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. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2012.

AGENCY

LINCOLN TRAIL COLLEGE

 Medical Services Director

 Certified Medical Assistant
 Faculty Member

 Agency Administrator

 College Dean

 College President

 Chairman, Board of Trustees
 Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8M

Affiliation Agreement with Dr. Rachel Winters

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Affiliation Agreement with Dr. Rachel Winters

IECC wishes to enter into a new affiliation agreement with the medical office of Dr. Rachel Winters, located in Lawrenceville, Illinois.

This affiliation agreement is for the Certified Medical Assistant Program located at Lincoln Trail College and is the standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 14 day of May, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program(CMA) (hereinafter referred to as LTC) and Dr. Rachel Winters, Lawrenceville, IL (hereinafter referred to as AGENCY).
[Insert: Agency, City, and State Above]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the CMA students of LTC 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:

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S CMA 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 Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor 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. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the CMA student.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of LTC, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA student during their laboratory experience in the AGENCY.

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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. 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.

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

CMA students who have physical or emotional disabilities which may negate success in CMA practice will not be permitted to use the AGENCY'S facilities. CMA students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

6. The faculty of LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. 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. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2012.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8N

Affiliation Agreement with Dr. William Kuhn

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 15, 2012
RE: Affiliation Agreement with Dr. William Kuhn

IECC wishes to enter into a new affiliation agreement with the medical office of Dr. William Kuhn, located in Paris, Illinois.

This affiliation agreement is for the Certified Medical Assistant Program located at Lincoln Trail College and is the standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 14 day of May, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and Dr. William Kuhn, Paris, IL (hereinafter referred to as AGENCY). *[Insert: Agency, City, and State Above]*

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of LTC 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:

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S Certified Medical Assistant 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 Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor 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. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the CMA students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of LTC, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the medical assistant students during their laboratory experience in the AGENCY.

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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to medical assistant students.
5. 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.

Certified Medical Assistant students assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

Students who have physical or emotional disabilities which may negate success in medical assistant practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

6. The faculty of LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. 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. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2012.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #9

Bid Committee Report

IECC

Scale Computing CL3-R4 Storage Array Cluster

BID COMMITTEE REPORT

May 15, 2012

IECC

1. Scale Computing CL3-R4 Storage Array Cluster

TO: Board of Trustees

FROM: Bid Committee

SUBJECT: Bid Recommendation – Scale Computing CL3-R4 Storage Array Cluster

DATE: May 15, 2012

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

The Bid Committee recommends acceptance of the only bid received that meets all specifications from **Virtual Computing Systems, Inc.** located in Morris, IL for a total bid of **\$52,556.00** as listed below.

Bid Item	Description	Cost	Qty	Extended
1	HA Storage Node	\$21,534	2	\$43,068
2	Support-Starter Cluster	\$3,522	2	\$7,044
3	Cluster Implementation Services	\$1,200	1	\$1,200
4	Ethernet Switches (2)	\$622	2	\$1,244
Total				\$52,556

Respectfully submitted,

Terry Bruce
 Alex Cline
 Harry Hillis, Jr.

Source of Funds: Technology Plan

Department: Information Technology

Rationale for Purchase: Disk Storage for virtual servers and disaster recovery site.

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

SCALE COMPUTING CL3-R4 STORAGE ARRAY CLUSTER

Item 1: HA StorageNode 4000 – Starter Cluster (12TBu/24TB Raw) Part #CL3-R4

Includes a total of 3 - R4 storage nodes with the following specifications each:

- 8TB Raw Capacity
- 4TB Usable Capacity
- 4GB Cache
- 4 – 2TB SATA Disk Drives
- 4 – 1GB Network Interface Ports

Bid for Item 1: _____

Item 2: Support – Starter Cluster – 3 year standard - part #QC3YS

Bid for Item 2: _____

Item 3: Cluster implementation Services - part # VCS-PS-BAS-IMPL

Bid for Item 3: _____

Item 4: Hewlett Packard ProCurve 1810G-24 Port Gigabit Ethernet Switch Part #BU5874 (**Quantity 2**)

Bid for Item 4: _____

Total Bid for Quantity 1 of Items 1-4: _____

Total Bid for Quantity 2 of Items 1-4: _____

Item 5: R4 storage node with the following specifications:

- 8TB Raw Capacity
- 4TB Usable Capacity
- 4GB Cache
- 4 – 2TB SATA Disk Drives
- 4 – 1GB Network Interface Ports

Bid for Item 5: _____

Warranty and Support:

Vendor is to be IECC support contact on all warranty issues. Vendor shall have the sole responsibility to contact any and all manufacturers with warranty issues during warranty period. Warranty issues are to be resolved within two weeks or unit(s) will be subject to return for credit or replacement with unit(s) of same or better value. Shipping, delivery, handling, and any restocking fees charges on units(s) returned for credit or replacement shall be the responsibility of the vendor. Vendor shall determine method of shipment. Warranty shall include 30 day unconditional return privilege and 2 years parts/labor.

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

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

All freight shipping, delivery and handling charges are to be included in bid total. Shipping must include delivery to 233 E. Chestnut Street in Olney, IL 62450. The quotation as submitted on this form will remain firm for six weeks from the date quotation is received by Illinois Eastern Community Colleges.

SIGNATURE _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

NOTE: PLEASE SUBMIT BID IN DUPLICATE

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
April 30, 2012**

FUND	BALANCE
Educational	\$5,063,855.10
Operations & Maintenance	\$263,897.20
Operations & Maintenance (Restricted)	(\$120,639.20)
Bond & Interest	\$369,111.63
Auxiliary	\$150,657.99
Restricted Purposes	(\$204,998.51)
Working Cash	\$201,809.31
Trust & Agency	\$378,409.24
Audit	(\$8,488.05)
Liability, Protection & Settlement	\$204,219.03
TOTAL ALL FUNDS	\$6,297,833.74

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
April 30, 2012

	ALL FUNDS
	Fiscal Year 2012
ASSETS:	
CASH	6,297,834
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	22,190,000
RECEIVABLES	3,327,985
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	577,237
OTHER ASSETS	469,422
TOTAL ASSETS AND OTHER DEBITS:	32,896,878
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	178,784
ACCOUNTS PAYABLE	161,053
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	2,206,221
OTHER LIABILITIES	1,351,849
TOTAL LIABILITIES:	3,897,907
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,097,988
PR YR BDGTD CHANGE TO FUND BALANCE	207,905
 FUND BALANCES:	
FUND BALANCE	23,343,294
RESERVE FOR ENCUMBRANCES	2,349,784
TOTAL EQUITY AND OTHER CREDITS	28,998,971
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 32,896,878

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 As Of April 30, 2012

ALL FUNDS

FY 2012
 YEAR-TO-DATE

REVENUES:	
LOCAL GOVT SOURCES	5,995,125
STATE GOVT SOURCES	8,509,809
STUDENT TUITION & FEES	14,054,618
SALES & SERVICE FEES	2,637,766
FACILITIES REVENUE	3,480
INVESTMENT REVENUE	149,006
OTHER REVENUES	423,740
TOTAL REVENUES:	<u>31,773,544</u>
EXPENDITURES:	
INSTRUCTION	11,019,382
ACADEMIC SUPPORT	390,712
STUDENT SERVICES	1,171,457
PUBLIC SERV/CONT ED	63,341
OPER & MAINT PLANT	2,451,909
INSTITUTIONAL SUPPORT	7,319,415
SCH/STUDENT GRNT/WAIVERS	6,414,335
AUXILIARY SERVICES	3,783,620
TOTAL EXPENDITURES:	<u>32,614,171</u>
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	<u>0</u>
TOTAL TRANSFERS AMONG FUNDS:	0
NET INCREASE/DECREASE IN NET ASSETS	<u>-840,627</u>

Illinois Eastern Community Colleges
Operating Fund - Income Statement
CASH BASIS
July 1, 2011 -- April 30, 2012

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,524,301	1,081,840	3,606,141
State Government Sources	6,248,787	2,261,022	8,509,809
Net Tuition and Fees	6,868,567	-	6,868,567
Sales & Service Fees	51,191	-	51,191
Facilities Revenue	-	2,645	2,645
Investment Revenue	87,885	23,280	111,165
Other Revenues	174,095	25	174,120
TOTAL REVENUES:	<u>15,954,826</u>	<u>3,368,812</u>	<u>19,323,638</u>
EXPENDITURES:			
Salaries	13,295,644	699,947	13,995,591
Employee Benefits	1,658,916	123,997	1,782,913
Contractual Services	360,101	222,085	582,186
Materials	1,309,392	242,165	1,551,557
Travel & Staff Development	192,519	5,141	197,660
Fixed Charges	155,766	209,737	365,503
Utilities	80,577	808,202	888,779
Capital Outlay	192,587	65,813	258,400
Other	107,327	2,513	109,840
TOTAL EXPENDITURES:	<u>17,352,829</u>	<u>2,379,600</u>	<u>19,732,429</u>
TRANSFERS :			
Interfund Transfers	<u>(1,079,137)</u>	<u> </u>	<u>(1,079,137)</u>
TOTAL TRANSFERS:	<u>(1,079,137)</u>	<u> </u>	<u>(1,079,137)</u>
NET INCREASE/DECREASE IN NET ASSETS	<u><u>(2,477,140)</u></u>	<u><u>989,212</u></u>	<u><u>(1,487,928)</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY10-12**

College	Category	FISCAL YEAR 2010			FISCAL YEAR 2011			FISCAL YEAR 2012			% of Year
		Estimated Budget	Spent Thru April	% of Bdgt	Estimated Budget	Spent Thru April	% of Bdgt	Estimated Budget	Spent Thru April	% of Bdgt	
Frontier	Bills		\$1,556,888			\$1,488,689			\$1,676,574		
	Payroll		\$1,865,736			1,791,897			1,804,244		
	Totals	\$ 4,502,379	3,422,624	76%	\$ 4,322,284	3,280,586	76%	\$ 4,547,043	3,480,818	77%	83%
Lincoln Trail	Bills		\$1,235,270			1,260,461			1,649,555		
	Payroll		\$2,224,087			1,984,371			2,179,199		
	Totals	\$ 4,620,861	3,459,357	75%	\$ 4,436,027	3,244,832	73%	\$ 4,666,700	3,828,754	82%	83%
Olney Central	Bills		\$1,723,857			1,759,485			1,771,980		
	Payroll		\$4,354,253			4,168,715			4,332,075		
	Totals	\$ 7,188,350	6,078,110	85%	\$ 6,980,816	5,928,200	85%	\$ 7,343,818	6,104,055	83%	83%
Wabash Valley	Bills		\$2,007,574			1,872,532			2,032,663		
	Payroll		\$2,868,740			2,660,746			2,830,277		
	Totals	\$ 6,404,243	4,876,314	76%	\$ 5,955,946	4,533,278	76%	\$ 6,265,655	4,862,940	78%	83%
Workforce Educ.	Bills		\$2,271,561			2,788,852			3,183,166		
	Payroll		\$1,274,751			1,357,009			1,415,171		
	Totals	\$ 4,150,932	3,546,312	85%	\$ 4,663,081	4,145,861	89%	\$ 4,905,561	4,598,337	94%	83%
District Office	Bills		\$216,341			194,669			196,470		
	Payroll		\$718,190			710,617			744,506		
	Totals	\$ 1,217,108	934,531	77%	\$ 1,168,424	905,286	77%	\$ 1,285,431	940,976	73%	83%
District Wide	Bills		\$1,244,571			1,094,792			1,601,631		
	Payroll		\$675,704			626,483			690,119		
	Totals	\$ 4,364,077	1,920,275	44%	\$ 2,865,320	1,721,275	60%	\$ 3,663,348	2,291,750	63%	83%
GRAND TOTALS		\$32,447,950	\$24,237,523	75%	\$30,391,898	\$23,759,318	78%	\$32,677,557	\$26,107,630	80%	83%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
April 30, 2012

	<u>FY 2012</u>		<u>FY 2011</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	13,995,591	53.61%	13,299,838	55.98%	695,753
Employee Benefits	1,782,913	6.83%	1,642,458	6.91%	140,455
Contractual Services	582,186	2.23%	438,325	1.84%	143,861
Materials	1,551,557	5.94%	1,113,141	4.69%	438,416
Travel & Staff Development	197,660	0.76%	166,938	0.70%	30,722
Fixed Charges	365,503	1.40%	391,322	1.65%	(25,819)
Utilities	888,779	3.40%	988,514	4.16%	(99,735)
Capital Outlay	258,400	0.99%	118,419	0.50%	139,981
Other	6,485,041	24.84%	5,600,363	23.57%	884,678
	<u>26,107,630</u>	<u>100.00%</u>	<u>23,759,318</u>	<u>100.00%</u>	<u>2,348,312</u>

Agenda Item #11
Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: May 10, 2012
RE: Personnel Report

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

INDEX

- 400.1. Employment of Personnel**
- 400.2. Retirements**
- 400.3. Resignations**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Tammie Bohnhoff, Math Instructor, effective August 9, 2012
2. Jeshua Franklin, Vocal/Instrumental Music Instructor, effective August 9, 2012
3. Rickey Lamb, Workforce Education Instructor, effective May 16, 2012

400.2. Retirements

A. Administrative

1. Charlotte Bruce, Director, Learning Resource Center, OCC, effective July 1, 2012
2. Pamela Schwartz, Associate Dean, Institutional Development, DO, effective July 1, 2012

B. Professional/Non-Faculty

1. Diane Russell, Director of Admissions and Financial Aid, WED, effective July 1, 2012

C. Classified

1. Debra Dawkins, Office Assistant, FCC, effective July 1, 2012
2. Freda Musgrave, Administrative Assistant, FCC, effective July 1, 2012

400.3. Resignations

A. Professional/Non-Faculty

1. Ashley Charleston, Director of the Transition Center (GR), OCC, effective June 1, 2012

B. Classified

1. Jana Hadra, Upward Bound Counselor (GR), DO/LTC, effective April 23, 2012
2. Kyle Ziegler, Custodian, OCC, effective May 19, 2012

Agenda Item #15

Litigation

Agenda Item #16

Other Items

Agenda Item #17

Adjournment

**Locally Funded, CDB, & PHS Projects
Projects Schedule**

	Funding Source	Estimated Budget								
FCC Parking Lot	CDB	\$207,300	████████████████████							
FY 2012 Capital Renewal @ LTC, OCC, & WVC	CDB	\$397,900	████████							
OCC - Collision Repair Tech Center	CDB	\$1,500,000	████████							
GRAND TOTAL		\$2,105,200	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

4/30/2012