

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 16, 2009



Location:

**Lincoln Trail College
11220 State Highway 1
Robinson IL 62454**

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

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

**Illinois Eastern Community Colleges
Board Agenda**

**June 16, 2009
7:00 p.m.
Lincoln Trail College**

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes..... CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. None
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. RAMP Document FY2011 Cantwell
 - B. Joint Agreement with Kaskaskia College..... Cantwell
 - C. FY 2009 Annual Program Review Report.....Pampe
 - D. Inter-Funds Loan Resolution Browning
 - E. Building and Maintenance Fund Resolution..... Browning
 - F. Working Cash Fund Resolution..... Browning
 - G. FY 2010 Budget Resolution..... Browning
 - H. Prevailing Wage..... Bruce
 - I. Payment of Accrued Bills Bruce
 - J. FY 2010 General Insurance Bruce
 - K. Appointment of Audit Committee Bruce
 - L. FY 2010 Contract with Department of Corrections Bruce
 1. Lawrence Correctional
 2. Robinson Correctional

M. Local Workforce Investment Area 23 CEO Agreement.....	Bruce
N. Local Workforce Investment Area 23 Transition Agreement	Bruce
O. Affiliation Agreement with Clay County Hospital – Phlebotomy.....	Bruce
P. Affiliation Agreement with Sikorski Chiropractic – Medical Assistant.....	Bruce
Q. Affiliation Agreement with Crawford County Health Dept. – Medical Assistant	Bruce
R. Affiliation Agreement with Dr. David Rotman – Medical Assistant	Bruce
S. Affiliation Agreement with Ridgeview Care Center – Medical Assistant	Bruce
T. Affiliation Agreement with CMH Rural Health Care Clinic – Medical Assistant	Bruce
U. Affiliation Agreement with Lathrop Associates – Medical Assistant	Bruce
V. Affiliation Agreement with Crawford Memorial Hospital – Health Info. Management...	Bruce
W. Marathon Refinery Property Tax Settlement Agreement	Bruce
X. Building Lease Agreements.....	Bruce
OCC Cosmetology	
IECC/Elvan Wallace and A. Carol Wallace Lease	
OCC Phlebotomy and Massage Therapy Lease	
IECC and Janet E. David Trust Lease	
LTC/City of Robinson Fitness Center Lease	
IECC/FCC Foundation Hall Lease	
IECC/University of Illinois Extension Lease	
IECC/Flora Center Lease	
IECC/WVC Foundation Lease	
IECC/WVC WVJC Tower Land Lease	
9. Bid Committee Report	Bruce
A. None	
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
C. Semi-Annual Review of Executive Session Minutes.....	Bruce
14. Approval of Personnel Report	Bruce
15. Collective Bargaining	Bruce
16. Litigation.....	Bruce
17. Acquisition and Disposition of Property.....	Bruce

18. Other Items

19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in Foundation Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, May 19, 2009.

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:15 p.m. and directed the Board Secretary, Harry Hillis, Jr., to call the roll.

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

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

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.
Jack Davis, President of Olney Central College.
Matt Fowler, President of Wabash Valley College.
Timothy Taylor, President of Frontier Community College.
Beverly Turkal, President of Lincoln Trail College.
Roger Browning, Chief Finance Officer/Treasurer.
Tara Buerster, Director of Human Resources.
Christine Cantwell, Associate Dean of Academic & Student Support Services.
Alex Cline, Director of Information & Communications Technology.
Kathleen Pampe, Associate Dean, Career Education & Economic Development.
Pamela Schwartz, Associate Dean of Institutional Development.
Renee Smith, Executive Assistant to CEO.
George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office
DOC – Department of Corrections
FCC – Frontier Community College
HLC – Higher Learning Commission
ICCB – Illinois Community College Board
ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges
IECEA – Illinois Eastern Colleges Education Association
LCC – Lawrence Correctional Center
LTC – Lincoln Trail College
LWIB – Local Workforce Investment Board
OCC – Olney Central College
PHS – Protection, Health & Safety
RCC – Robinson Correctional Center
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

Tour of Facilities: Prior to the business meeting, the Board of Trustees toured the Frontier Community College LRC and Nursing Center facilities.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, April 21, 2009 were presented for disposition.

Board Action to Approve Minutes: Student Trustee Carter Wilkinson 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 – “Recognition of Visitors & Guests” –

#3-A. Visitors & Guests: Visitors & guests present were recognized, including new and current staff members from Frontier Community College.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustees reported on graduation ceremonies at the colleges, and the graduation ceremony at Robinson Correctional Center. CEO Terry Bruce expressed appreciation to Trustees John Brooks and Michael Correll for their assistance in finalizing the deed describing land on the LTC campus deeded to the LTC Foundation.

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

#5-C. Report from Cabinet: George Woods presented an update on the status of the Mobile Training Gallery Van recently purchased by the Board of Trustees.

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

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

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

#8-A. Radiography Program Handbook: The CEO informed the trustees that President Jack Davis and the Radiography faculty have developed a revised Radiography Program Handbook to be effective Summer Term 2009. Changes were made in mission and goals, tuition and book fees, substance abuse policy, length of program, clinical attendance policy, grade policy, and dismissal from the program. A complete list of all changes to the Handbook was presented. The CEO recommended approval of the changes in the Radiography Program Handbook as presented.

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

#8-B. Welding Laboratory Fees: The CEO recommended that the current welding lab fee of \$15.00 per welding course be increased to \$30.00 per welding course, effective with the Spring Semester 2010. The welding fee has not been increased for several years and the price of steel has substantially increased during the past year.

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

#8-C. Affiliation Agreement with Lovins Pharmacy – Albion: IECC wishes to enter into an affiliation agreement with Lovins Pharmacy, located in Albion, Illinois. This affiliation agreement is for the Pharmacy Technician Program and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

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

#8-D. Affiliation Agreement with Sav-Mor Pharmacy – Flora: IECC wishes to enter into an affiliation agreement with Sav-Mor Pharmacy, located in Flora, Illinois. This affiliation agreement is for the Pharmacy Technician Program and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement for the Pharmacy Technician Program with Sav-Mor Pharmacy, Flora, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Affiliation Agreement with Walgreens Pharmacy – Effingham: IECC wishes to enter into an affiliation agreement with Walgreens Pharmacy, located in Effingham, Illinois. This affiliation agreement is for the Pharmacy Technician Program and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

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

#8-F. Affiliation Agreement with Crossroads Hospital – Mt. Vernon, Illinois: IECC wishes to enter into an affiliation agreement with Crossroads Hospital, located in Mt. Vernon, Illinois. This affiliation agreement is for the Associate Degree Nursing Program and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement for the Associate Degree Nursing Program with Crossroads Hospital, Mt. Vernon, 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Affiliation Agreement with Crawford Memorial Hospital – Robinson: IECC wishes to enter into an affiliation agreement with Crawford Memorial Hospital, located in Robinson, Illinois. This affiliation agreement is for the Medical Assistant Program and is the standard affiliation agreement for this program. The CEO recommended approval of this affiliation agreement.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement for the Medical Assistant Program with Crawford Memorial Hospital, Robinson, 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Department of Corrections Contract Amendments: The Illinois Department of Corrections has submitted for the Board's approval two sets of amendments for the Lincoln Trail College educational programs at Robinson Correctional Center and Lawrence Correctional Center. Under the first amendment to the FY09 budget Lawrence Correctional Center will be decreased by \$73,724.81 because the Food Service Technology position has not been filled for the entire year and the Commercial Custodial position was vacant for six months. Robinson Correctional Center's budget is increased by \$3,300.00 based on increased Horticulture Program income. The second amendment to the FY09 budget deals with the fact that the State of Illinois has reduced expenditures across the board by 2.5%, including the Illinois Community College Board budget which reimburses the Department of Corrections for courses taught by IECC. As a result Robinson Correctional Center will be reduced by \$2,680.00 and Lawrence Correctional Center will be reduced by \$2,007.00. The CEO recommended approval of the two amendments to the Department of Corrections Budget.

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

#8-I. Spring 2009 Student Satisfaction Survey Results: Pam Schwartz reviewed the results of the Spring 2009 Student Satisfaction Survey. Four hundred students (100 at each college) were surveyed. More than 78% indicated they were satisfied or very satisfied with overall quality of instruction, appropriateness of class size, accessibility to computer labs, availability of advisors, and library services. Of those surveyed, 95% showed no dissatisfaction. Several students were dissatisfied with the availability of athletic facilities and several were dissatisfied with availability of courses at the time they wanted to take them. The CEO recommended acceptance of the Spring 2009 Student Satisfaction Survey results as presented.

Board Action: Trustee William Hudson made a motion to accept the results of the Spring 2009 Student Satisfaction Survey as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” –

#9-A. IECC – Digital Video Recorders: The CFO presented the recommendation of the Bid Committee to accept the low bid received that meets all specifications, from Zeller Digital Innovations Inc., Normal, Illinois, for three Digital Video Recorders for a total of \$6,740.00. (Bid \$6,100.00. Installation & Training \$640.00) Source of Funds: Technology Plan Discretionary. Department: Information Technology.

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

Board Action: Trustee John Brooks made a motion to accept the bid of Zeller Digital Innovations Inc. for purchase of three Digital Video Recorders as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. IECC- PHS Compliance Work and Road Work: The CFO presented the recommendation of the Bid Committee and Image Architects to accept the low bids for PHS Compliance Work and Road Work as follows:

Division I – General Work: Illini Builders Co., Olney, Illinois for a total general work contract of \$218,013.00 (Base Bid \$101,285.00; Alt. Bid G-1 \$86,756.00; Alt. Bid G-3 \$10,189.00; Alt. Bid G-4 \$19,783.00).

Division II – Electrical Work: Illini Builders Co., Olney, Illinois, for a total base bid of \$274,364.00.

(Note: Projects include toilet and locker room upgrades at LTC & WVC; fire suppression upgrades at LTC & OCC; Electrical and lighting upgrades at LTC, OCC and FCC.)

Source of Funds: Phase 9 PHS Carryover Funds and Operations & Maintenance Funds.

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

Board Action: Student Trustee Carter Wilkinson made a motion to accept the bids of Illini Builders Co., for PHS Compliance Work and Road Work as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. FCC- Replacement of Asphalt Shingle Roofs: The CFO presented the recommendation of the Bid Committee to accept the bid of Geissler Roofing Co., Inc., Belleville, Illinois, for replacement of asphalt shingle roofs at FCC for a total of \$15,775.00. Source of Funds: Insurance Proceeds and Operations & Maintenance Fund. Rationale for Purchase: To repair wind damage from 02/11/09 loss.

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

Board Action: Trustee Walter Koertge made a motion to accept the bid of Geissler Roofing Co., Inc. for replacement of asphalt shingle roofs at FCC as recommended. Trustee William Hudson seconded the

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

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$5,157,814.96, as of April 30, 2009.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2009, totaling \$865,166.52, 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 May 2009, in the amounts listed, and payments from the revolving fund for April 2009. Student Trustee Carter Wilkinson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

1. Marathon Settlement Agreement Status: A settlement agreement appears to have been finalized relative to the Marathon Refinery tax assessment and is now being distributed to the various taxing bodies in Crawford County. IECC has not yet received the document.

2. LWIA Contract: A draft of the contract with Local Workforce Investment Board Area 23 for review and discussion by Chief Elected Officials and IECC was presented. LWIB has asked IECC to serve as its fiscal agent and to administer program grants.

3. State Budget Update: The CEO reviewed the status of the state budget procedure as of this date.

4. Enrollment Report – District Up 2% over one year ago.

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

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session on Tuesday, April 21, 2009.

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

400.1. Employment of Personnel

A. Administrative

1. Gerry Schlechte, Transition Coordinator, DO, effective May 11, 2009, contingent upon continued grant funding.

B. Professional/Non-Faculty

1. Kevin Pierce, Project Manager, Health Care Grant, DO, effective June 9, 2009, contingent upon continued grant funding.

2. Laurel Taylor, Coordinator, Business Services, WED, effective June 1, 2009.

C. Faculty

1. Vicky Lemons, LPN Nursing Instructor, effective August 13, 2009.

2. Mary McGlasson, English Instructor, effective August 13, 2009.

400.2. FMLA Leave Request

A. Classified

1. Kathy Slichenmyer, Office Assistant, Upward Bound, DO, Family Medical Leave, effective May 12, 2009, with up to 12 weeks of leave. The requested leave is unpaid with allowance of substitution of paid leave time.

400.3. Leave of Absence Approved by CEO since April 21, 2009

A. None.

400.4. Resignations

A. Faculty

1. Rickie Waldeck, Workforce Education Instructor, effective April 25, 2009.

Personnel Report Addendum

400.5. Employment

A. Faculty

1. Philip Thorsen, Psychology/Social Science Instructor, effective August 13, 2009.

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

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

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

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

AGENDA #18– “Other Items” – None.

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

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

Reports

A. Trustees

B. Presidents

C. Cabinet

Coal Mining Technology/Telecom

Agenda Item #6

Policy First Reading (and Possible Approval)

None

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

RAMP Document FY2011

MEMORANDUM

To: Board of Trustees
From: Terry L. Bruce
Date: June 16, 2009
Re: RAMP FY 2011

Each year the Board of Trustees is asked to submit to the Illinois Community College Board a Resource Allocation and Management Plan (RAMP). The Board requests for FY 2011 include four capital project requests which were approved by the Cabinet on June 3, 2009. The four capital project requested for FY 2011 in ranking order are:

Olney Central College
Project Name: Applied Technology Center
District Priority No.: 1 of 4
Total Building Budget: \$1,989,219

Wabash Valley College
Project Name: Technology/Student Support Expansion to Main Hall
District Priority No.: 2 of 4
Total Building Budget: \$8,052,887

Lincoln Trail College
Project Name: Center for Technology
District Priority No.: 3 of 4
Total Building Budget: \$9,825,985

Frontier Community College
Project Name: Student Center
District Priority No.: 4 of 4
Total Building Budget: \$3,841,115

The Resource Allocation Management Plan has been mailed to you. I recommend approval of the RAMP document for submission to the Illinois Community College Board.

TLB/rs

Agenda Item #8B

Joint Agreement with Kaskaskia College

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Joint Agreement with Kaskaskia College

Attached is the Joint Agreement between Illinois Eastern Community Colleges and Kaskaskia College. Changes to this agreement from last year's are:

Kaskaskia College removed:
Industrial Maintenance HVAC I Certificate
Surgical Technology Certificate

I request Board approval of the joint agreement with Kaskaskia College.

TLB/rs

Attachment

**JOINT AGREEMENT PROGRAM WITH KASKASKIA COLLEGE
District #501
and
ILLINOIS EASTERN COMMUNITY COLLEGES
District #529**

Illinois Eastern Community College District #529, agrees to accept students from **KASKASKIA COLLEGE, District #501**, in the following programs:

Coal Mining Technology	AAS/Certificate
Diesel Equipment Technology	AAS
Horticulture	AAS/Certificate
Industrial Manufacturing Technology	AAS
Machine Shop Technology	AAS/Certificate
Pharmacy Technician	Certificate
Radio-TV Broadcasting	AAS
Telecommunications Technology	AAS/Certificate

Kaskaskia College, District #501, agrees to accept students from **ILLINOIS EASTERN COMMUNITY COLLEGES, District #529**, (Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College), in the following programs:

Dental Assisting	Certificate
Diagnostic Medical Sonography	Certificate
Nail Technology	Certificate
Network Security	Certificate
Occupational Therapy Assistant	AAS
Personal Fitness Trainer	Certificate
Physical Therapist Assistant	AAS
Respiratory Therapy	AAS
Veterinary Tech	AAS

COOPERATIVE AGREEMENT

The Joint Agreement between Kaskaskia College and Illinois Eastern Community College is hereby extended for a one-year period beginning July 1, 2009.

Kaskaskia College

Chairman of the Board of Trustees

President

Date

Date

Illinois Eastern Community Colleges

Chairman of the Board of Trustees

Chief Executive Officer

Date

Date

Agenda Item #8C

FY 2009 Annual Program Review Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: FY2009 Annual Program Review Report

The IECC Annual Program Review Report contains transfer and occupational program reviews based on quality, cost, and need. This report also includes a review of administrative, academic and support services.

The report was approved by the Cabinet on June 3, 2009 and will be filed with the Illinois Community College Board on August 1, 2009. The first five pages summarize the report and are included immediately following this memorandum.

The entire document is being sent to you separately by e-mail because of its length. Printed copies of the Annual Program Review will be available at the Board meeting.

I ask the Board's approval for submission of this report to the Illinois Community College Board.

TLB/rs

Attachment

Illinois Eastern Community Colleges

Annual Program Review

Overview and Summary

FY2009

Purpose

The Illinois Community College Board (ICCB) Program Review System recognizes that individual colleges have the primary responsibility to evaluate instructional programs, to make decisions about improvement and continuation, assure that program review results are considered in college planning and budget development, and to report results to the ICCB. In addition, the purposes of Statewide Program Review are:

1. To support college-level planning and decision-making related to:
 - Assuring the continuing need and improving the quality and cost-effectiveness of instructional programs;
 - Assessing, improving, and updating programs on a regular basis;
 - Discontinuing programs when there is no longer sufficient demand, quality cannot be maintained at an acceptable level, or they are no longer cost-effective.
2. To demonstrate the accountability of the community college system in maintaining high quality, cost-effective programs that is responsive to the needs of students, businesses and industries in Illinois.
3. To identify best practices, exemplary innovations, and program issues that need to be addressed at the state-level by the ICCB.

The ICCB annually provides a 5-Year Review Schedule for Career and Technical Education (CTE) Programs listed by CIP (classification of instructional programs) code. Subsequently, IECC reviews and includes in this report an Overall 5-Year Plan that lists not only the specified state program reviews, but also a review of services, structures, and processes. All programs and services reviewed for each college, as well as District programs and services are included in the Report.

Program Review is a process that helps Illinois Eastern Community Colleges focus on their mission and priorities encompassing instruction and assessment of instruction, public service, and all academic supportive service areas including student services and administrative support functions.

Illinois Eastern Community Colleges' process for the review of career and technical education programs addresses the following:

- Program objectives and student learning outcomes;
- Need;
- Quality; and
- Cost.

Program Objectives: IECC utilizes advisory councils, labor market information and demand, business and industry training, and student and employer surveys to determine if a CTE program provides appropriate skill training, utilizes appropriate equipment, technology, instructional materials, etc. The objectives and measurable student learning outcomes for CTE programs are posted and monitored and are included in the District's assessment planning process. Student learning outcomes and continuous quality improvement are major program objectives.

Program Need utilizes a variety of indicators and includes enrollment and graduation trends, national, state, and local occupational labor market demand, business and industry skill demand, and program relationship to the District's mission. For example, business and industry services/workforce education is a priority to IECC and its mission to serve the education and training needs of area businesses and industries. Toward this effort, we continue to provide mine training that meets the ever-changing federal rules and regulations; OSHA, computer applications, such as Excel, and leadership and human resource management workshops.

Program Quality analyzes indicators that examine student success factors, such as program completions, job placements, transfer rates, licensure examination passage rates, and students' and employers' levels of satisfaction with their education and/or employment. In addition, program quality reflects faculty and staff qualifications and condition and use of facilities and equipment. The IECC Students First! Assessment Project, will serve to direct the District's assessment processes for overall institutional effectiveness and continuous quality improvement of programs and services to students.

The District's Students First! Project, which is under the Higher Learning Commission's Assessment Academy and for which an institution must apply and be accepted prior to admittance and participation is summarized in the following statement:

“The goal of the Students First! Project is to engage all facets of the institution to ensure shared responsibility for student success. The project plans include holding events, improving communication patterns, and making this an institution-wide effort to ensure student success.

Each employee of Illinois Eastern Community Colleges plays a distinct role in the success of every student in our district. We feel, through the implementation of

this project, that we can help everyone recognize exactly how they impact student learning, and think of ways to improve departments to ensure student success.”

IECC continues to implement an assessment plan for assessment of student learning. The District’s assessment team leaders are five faculty members (2 CTE and 3 Transfer), one from each college and a coordinator, who plan and coordinate all assessment activities for the District and 4 colleges. Examples of the activities include:

- Assessment Workshops for all faculty, CTE and Transfer;
- Individual meetings within disciplines, program clusters, etc;
- Development and maintenance of a Web-based Assessment Tool Kit;
- Listings of measurable program outcomes; and
- Angel e-Portfolio for Student Portfolios.

The IECC’s assessment planning and tools are located on our website at <http://www.iecc.edu/assessment/>. The Tool Kit is designed to assist faculty and other program representatives in constructing or remodeling existing assessment plans/tools. An Assessment Tool example is as follows:

General Education Learning Outcomes

- Students will be able to read and comprehend college level work.
- Students will be able to explain and defend ideas orally and in writing.
- Students will be able to examine ideas using critical thinking and reasoning.
- Students will be able to solve problems using logic, mathematics, technology, and creative thinking.
- Students will be able to demonstrate information and technology literacy.
- Students will be prepared to engage in lifelong learning and to participate as responsible members of a culturally diversified global society.

Also for assessment, the District conducted the Second Annual Students First! Retreat with 40 IECC employees representing faculty and staff from every department, division, college, district office, etc. The two-day retreat was to inform and involve IECC in making assessment and student success the primary focus of what IECC is and does. IECC is preparing for the Annual Students First! Retreat for 2009.

Program Costs are examined for appropriateness of cost relative to student demand, student/faculty ratios, or the need for frequent technological/equipment changes. Cost-effectiveness of programs is determined through the utilization of unit cost analysis, cost revenue analysis, or cost per program enrollee and completer. College programs are compared to statewide program costs or averages; these programs should not vary significantly from the statewide average expenditures.

It is important to note that in February 2009, IECC was awarded a \$1.9 million dollar U.S. Department of Labor/Employment and Training Administration Community Based Job Training Grant that will enable IECC to revise CTE Advanced Manufacturing curricula, purchase much needed equipment, provide expanded business and industry training services for incumbent workers, and better prepare high school students for transition into CTE Advanced Manufacturing programs. The progress and outcomes of this three-year grant will be reported in future program reviews.

Program Review Process

The Program Review process at Illinois Eastern Community Colleges is a systematic, ongoing, college-wide and district-wide process that evaluates instructional, student and academic support services, public service, administrative functions, and overall academic productivity relative to program objectives, quality, need, and cost on a 5-year basis. A continuous semester-to-semester and year-to-year review process for IECC uses various evaluation methods and processes, documents, and materials to determine IECC's overall institutional effectiveness; these include meetings and workshops with administration, staff, and faculty, and development and review of instructional materials, services, evaluation instruments, and college/district annual reports, surveys, and data.

Annually, courses are reviewed and revised (descriptions, credit/contact hours, outcomes), particularly career and technical education courses to ensure these courses continue to meet program and workplace requirements. All course syllabi attached to a CTE program that is being reviewed during the 5-year cycle are revised and updated. Similarly, CTE courses that are offered as dual credit and which are attached to a CTE program that is in the review cycle are also reviewed relative to dual credit articulation, student outcomes, and transferability of courses into CTE degree and certificate programs. Transfer courses/syllabi are also reviewed and revised relative to on-going IAI policies and articulation requirements for high school requirements as well as for baccalaureate transfer requirements.

Enrollments in courses/programs are closely monitored to determine if courses are offered and scheduled to meet student need and whether these offerings are cost-effective, relative to the scheduling (days, times, sections). Program completions, job placements, and continuing education of graduates are also monitored and reviewed relative to program quality and need.

IECC continues to conduct Student Satisfaction Surveys every fall and spring semester of all students. This survey provides information about the colleges and programs from a student perspective. This survey is also a focus of the Students First! Initiative with the survey and subsequent data being reviewed for changes, revisions, and overall usefulness of data; is the data usable relative to student learning outcomes.

IECC emphasizes student retention and completion of programs. The District has developed and implemented a degree audit system that provides a data base to track students' progress to

program completion. With improved student data, the District is improving students' program retention and completion rates.

Degree and certificate programs are evaluated using trend data analyses for enrollments, completions, and/or job placements/transferability, as well as other information for quality and need of programs such as exploration and review of industry skill standards, licensure, and certification; labor market information from the Illinois Department of Employment Security - Illinois Job Outlook in Brief and One Source – Workforce and Career Information, America's Job Bank, ICCB Data and Characteristics, ICCB Occupational Follow-up Study, etc.

Enrollments, completion data, labor market trends, and business and industry advisory councils are all utilized and analyzed to maintain program viability within the IECC District.

Additionally, IECC analyzes national and state labor market information and trends as well as local business and industry trends and needs for the development and implementation of new degrees, certificates, and courses, as well as the identification of new services, business and industry training, and to identify the newest technologies and equipment.

The identification of new and emerging career and technical programs is an on-going process that begins with local business and industry and advisory council input. IECC also reviews national reports and data for new CTE programs, innovations, and projects.

CTE Program Review

In summary, a total of nine career and technical education programs (degrees and certificates) were reviewed. Eight programs from last year's review were scheduled for further review and were reviewed again this year and included in this report, and one certificate program that was reactivated during FY09 was also reviewed during this cycle. Only one certificate program, Legal Secretary/Court Reporting, will be discontinued. All other programs that were reviewed in 2009 will be continued with minor changes.

This year's Program Review Report also includes the following reviews: Instructional areas: Online Education and Assessment of Student Learning; Academic Support: Libraries/Learning Resource Centers; Learning Skills Centers/Remedial/Tutoring; Student Services: Admissions/recruiting; Registration/Records/Entrata; and Career Planning and Job Placement; Student Activities; Academic Disciplines: Physical & Life Sciences.

Agenda Item #8D

Inter-Funds Loan Resolution

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
SUBJECT: Inter-Fund Loans Resolution

During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District.

Each year the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of meeting the ordinary and necessary expenditures of the district.

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2010, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2010.

TLB/rs

**RESOLUTION OF THE BOARD OF TRUSTEES
INTER-FUND LOANS**

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2010, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for fiscal year 2010, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2010.

BY ORDER OF THE BOARD OF TRUSTEES,
ILLINOIS EASTERN COMMUNITY COLLEGES,
DISTRICT #529

Chairman, Board of Trustees

June 16, 2009
Date

Secretary, Board of Trustees

June 16, 2009
Date

Agenda Item #8E

Building and Maintenance Fund Resolution

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
SUBJECT: Building and Maintenance Fund Resolution

State statute requires that the Board of Trustees approve a resolution which grants authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

The attached resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

I ask the Board's approval of the Building and Maintenance Fund Resolution.

TLB/rs

Attachment

Agenda Item #8F

Working Cash Fund Resolution

Agenda Item #8F

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
SUBJECT: Working Cash Fund

The Board of Trustees is required to approve a resolution authorizing the transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$45,000 from the Working Cash fund to the General Fund prior to June 30, 2009.

Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$45,000 Working Cash Fund interest to the General Fund on or before June 30, 2009.

TLB/rs

Attachment

BOARD OF TRUSTEES
RESOLUTION
WORKING CASH FUND

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General fund on or before June 30, 2009;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$45,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2009.

BY ORDER OF THE BOARD OF TRUSTEES,
ILLINOIS EASTERN COMMUNITY COLLEGES,
DISTRICT #529

Chairman, Board of Trustees

June 16, 2009
Date

Secretary, Board of Trustees

June 16, 2009
Date

Agenda Item #8G

FY 2010 Budget Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: FY 2010 Budget Resolution

The Board is required to establish a budget for each fiscal year. The attached budget resolution is submitted to the Board for its approval.

The resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for September 15th at Frontier Community College, and states that the budget will be adopted by the Board on September 15, 2009 following the hearing.

I ask the Board's approval of the budget resolution.

TLB/rs

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUDGET FY2010

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2010 fiscal year:

1. Date of Fiscal Year: July 1, 2009 - June 30, 2010
2. Publication of Notice of Public Hearing on Budget: On or before August 7, 2009.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 7, 2009.
4. Mailing Tentative Budget to Board of Trustees: August 7, 2009.
5. Public Hearing on Budget: September 15, 2009 at the hour of 6:00 p.m. to 6:30 p.m., local time, Frontier Community College, 2 Frontier Drive, Fairfield, IL 62837.
6. Adoption of Budget: September 15, 2009 following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT NO. 529

Chairman, Board of Trustees

June 16, 2009
Date

Secretary, Board of Trustees

June 16, 2009
Date

Agenda Item #8H

Prevailing Wage

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Prevailing Rate of Wages

The State of Illinois enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by anyone under contract for public works,” on June 26, 1941. This Act is known unofficially as the “Prevailing Wage Act”. The Act requires all public entities to pay pursuant to the prevailing wages as provided by the Illinois Department of Labor. The District complies with this Act.

The Illinois Department of Labor has forwarded the attached prevailing wage rates for the college counties of Crawford, Richland, Wabash, and Wayne.

I ask the Board’s approval of the prevailing rate of wages as determined by the Illinois Department of Labor for the counties of Crawford, Richland, Wabash, and Wayne.

TLB/rs

Attachment

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED
IN ANY PUBLIC WORKS OF SAID DISTRICT

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended and

WHEREAS, the aforesaid Act requires that the Board of Trustees of Illinois Eastern Community Colleges District #529, counties of Crawford, Richland, Wabash and Wayne investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Board of Trustees, employed in performing construction of public works, for said Board of Trustees.

NOW THEREFORE, BE IT ORDAINED BY THE CHIEF EXECUTIVE OFFICER AND BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as the prevailing rate of wages for construction work in Crawford, Richland, Wabash and Wayne Counties as determined by the Department of Labor of the State of Illinois as of **June of 2009**, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the BOARD OF TRUSTEES to the extent required by the aforesaid Act.

SECTION 3: The Board Secretary shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board Secretary shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board Secretary shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 16th of June, 2009.

APPROVED: _____
Chairman of the Board of Trustees
Illinois Eastern Community Colleges

(SEAL)

ATTEST: _____
Board Secretary

STATE OF ILLINOIS)
COUNTIES OF CRAWFORD, RICHLAND, WABASH, AND WAYNE) s.s.
ILLINOIS EASTERN COMMUNITY COLLEGES)

CERTIFICATE

I, Harry Hillis, Jr., DO HEREBY CERTIFY THAT I am the Board Secretary in and for the Board of Trustees; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chief Executive Officer and Board of Trustees of Illinois Eastern Community Colleges being entitled: "AN ORDINANCE OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN ANY PUBLIC WORKS OF SAID DISTRICT," at a regular meeting held on the 16th day of June, 2009, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 16th day of June, 2009.

Board Secretary

(SEAL)

CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, Harry Hillis, Secretary, Board of Trustees do hereby certify that the
(Name of Certifying Official) (Title of Certifying Official)

attached is a true and correct copy of Ordinance/Resolution adopted by

Illinois Eastern Community Colleges Board of Trustees on June 16th, 2009
(Name of Public Body) (Date of Adoption)

(SEAL)

(Signature of Official)

LEGAL NOTICE

The Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, on June 16th, 2009, passed an ordinance establishing the prevailing wage rates for construction on public works, as determined by the Illinois Department of Labor. Anyone wishing to inspect said ordinance may do so at the Business Office of IECC, 233 East Chestnut Street, Olney, Illinois, during normal office hours, Monday through Friday.

By order of the Board of Trustees
Harry Hillis, Jr., Board Secretary

Crawford County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.900
ASBESTOS ABT-MEC		BLD		20.800	0.000	2.0	2.0	2.0	5.500	4.200	0.000	0.000
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		27.110	28.610	2.0	2.0	2.0	5.500	7.330	0.000	0.630
CARPENTER		BLD		28.500	30.750	1.5	1.5	2.0	7.000	9.050	0.000	0.320
CARPENTER		HWY		25.820	27.570	1.5	1.5	2.0	6.750	8.050	0.000	0.320
CEMENT MASON		BLD		29.480	30.980	1.5	1.5	2.0	5.500	7.650	0.000	0.500
CEMENT MASON		HWY		24.570	26.070	1.5	1.5	2.0	5.500	5.000	0.000	0.300
CERAMIC TILE FNSHER		BLD		27.870	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
COMM SYSTEMS TECH		BLD		23.350	25.700	1.5	1.5	2.0	5.150	4.310	0.000	0.000
ELECTRICIAN		BLD		31.170	33.350	1.5	1.5	2.0	5.150	6.230	0.000	0.290
ELEVATOR CONSTRUCTOR		BLD		36.620	41.200	2.0	2.0	2.0	9.525	8.210	2.190	0.000
GLAZIER		BLD		25.180	26.180	1.5	1.5	2.0	4.700	4.000	0.000	0.250
HT/FROST INSULATOR		BLD		26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER		ALL		25.000	26.300	1.5	1.5	2.0	6.000	8.900	0.000	0.410
LABORER		BLD		22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
LABORER		HWY		22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
LATHER		BLD		28.500	30.750	1.5	1.5	2.0	7.000	9.050	0.000	0.320
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		BLD		27.870	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
MARBLE MASON		BLD		29.370	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
MILLWRIGHT		BLD		28.270	30.520	1.5	1.5	2.0	7.000	9.740	0.000	0.320
MILLWRIGHT		HWY		29.260	31.010	1.5	1.5	2.0	6.750	9.050	0.000	0.320
OPERATING ENGINEER		ALL	1	31.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
OPERATING ENGINEER		ALL	2	20.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
PAINTER		ALL		25.000	26.500	1.5	1.5	2.0	6.100	6.720	0.000	0.350
PILEDRIVER		BLD		29.000	31.250	1.5	1.5	2.0	7.000	9.050	0.000	0.320
PILEDRIVER		HWY		26.820	28.570	1.5	1.5	2.0	6.750	8.050	0.000	0.320
PIPEFITTER		ALL		31.660	34.030	1.5	1.5	2.0	5.600	5.690	0.000	0.610
PLASTERER		BLD		28.270	30.270	1.5	1.5	2.0	5.500	8.500	0.000	0.300
PLUMBER		ALL		31.660	34.030	1.5	1.5	2.0	5.600	5.690	0.000	0.610
ROOFER		BLD		25.300	28.300	1.5	1.5	2.0	3.950	4.250	0.000	0.350
SHEETMETAL WORKER		BLD		27.010	28.360	1.5	1.5	2.0	6.150	5.150	0.000	0.480
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON		BLD		27.110	28.610	2.0	2.0	2.0	5.500	7.330	0.000	0.630
TERRAZZO FINISHER		BLD		27.870	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
TERRAZZO MASON		BLD		29.370	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
TILE LAYER		BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800	0.000	0.320
TILE MASON		BLD		29.370	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
TRUCK DRIVER		ALL	1	25.010	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	2	25.410	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	3	25.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	4	25.860	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	5	26.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		O&C	1	20.010	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		O&C	2	20.330	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		O&C	3	20.490	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		O&C	4	20.690	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		O&C	5	21.290	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TUCKPOINTER		BLD		27.110	28.610	2.0	2.0	2.0	5.500	7.330	0.000	0.630

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

CRAWFORD COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATION SYSTEMS TECHNICIAN

Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted,

Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Richland County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.900
ASBESTOS ABT-MEC	BLD			20.800	0.000	2.0	2.0	2.0	5.500	4.200	0.000	0.000
BOILERMAKER	BLD			31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
CARPENTER	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
CARPENTER	HWY			29.480	31.230	1.5	1.5	2.0	5.550	4.250	0.000	0.350
CEMENT MASON	BLD			25.750	27.250	1.5	1.5	2.0	5.500	4.450	0.000	0.300
CEMENT MASON	HWY			24.570	26.070	1.5	1.5	2.0	5.500	5.000	0.000	0.300
CERAMIC TILE FNSHER	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
COMM SYSTEMS TECH	BLD			23.350	25.700	1.5	1.5	2.0	5.150	4.310	0.000	0.000
ELECTRICIAN	BLD			31.170	33.350	1.5	1.5	2.0	5.150	6.230	0.000	0.290
FLOOR LAYER	BLD			28.430	29.180	1.5	1.5	2.0	5.800	5.250	0.000	0.350
GLAZIER	BLD			25.180	26.180	1.5	1.5	2.0	4.700	4.000	0.000	0.250
HT/FROST INSULATOR	BLD			26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER	ALL			25.750	27.000	1.5	1.5	2.0	5.780	8.350	0.000	0.345
LABORER	BLD			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
LABORER	HWY			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
MACHINIST	BLD			40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
MARBLE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
MILLWRIGHT	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
MILLWRIGHT	HWY			29.980	31.730	1.5	1.5	2.0	5.550	4.250	0.000	0.350
OPERATING ENGINEER	ALL	1		31.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
OPERATING ENGINEER	ALL	2		20.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
PAINTER	ALL			25.000	26.500	1.5	1.5	2.0	6.100	6.720	0.000	0.350
PILEDRIVER	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
PILEDRIVER	HWY			29.980	31.730	1.5	1.5	2.0	5.550	4.250	0.000	0.350
PIPEFITTER	ALL			31.660	34.030	1.5	1.5	2.0	5.600	5.690	0.000	0.610
PLASTERER	BLD			23.500	24.500	1.5	1.5	2.0	5.200	3.550	0.000	0.100
PLUMBER	ALL			31.660	34.030	1.5	1.5	2.0	5.600	5.690	0.000	0.610
ROOFER	BLD			23.850	26.350	1.5	1.5	2.0	7.100	6.050	0.000	0.550
SHEETMETAL WORKER	ALL			28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER	BLD			36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TERRAZZO FINISHER	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TILE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TRUCK DRIVER	ALL	1		25.010	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	2		25.410	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	3		25.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	4		25.860	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	5		26.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TUCKPOINTER	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

RICHLAND COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

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Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in

Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Wabash County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.900
ASBESTOS ABT-MEC	BLD			20.800	0.000	2.0	2.0	2.0	5.500	4.200	0.000	0.000
BOILERMAKER	BLD			31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
CARPENTER	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
CARPENTER	HWY			29.480	31.230	1.5	1.5	2.0	5.550	4.250	0.000	0.350
CEMENT MASON	BLD			29.480	30.980	1.5	1.5	2.0	5.500	7.650	0.000	0.500
CEMENT MASON	HWY			24.570	26.070	1.5	1.5	2.0	5.500	5.000	0.000	0.300
CERAMIC TILE FNSHER	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
COMMUNICATION TECH	BLD			18.350	19.650	1.5	1.5	2.0	0.000	0.550	0.000	0.000
ELECTRICIAN	BLD			30.510	32.510	1.5	1.5	2.0	5.150	7.080	0.000	0.360
FLOOR LAYER	BLD			28.430	29.180	1.5	1.5	2.0	5.800	5.250	0.000	0.350
GLAZIER	BLD			25.180	26.180	1.5	1.5	2.0	4.700	4.000	0.000	0.250
HT/FROST INSULATOR	BLD			26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER	ALL			25.750	27.000	1.5	1.5	2.0	5.780	8.350	0.000	0.345
LABORER	BLD			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
LABORER	HWY			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
MACHINIST	BLD			40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
MARBLE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
MILLWRIGHT	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
MILLWRIGHT	HWY			29.980	31.730	1.5	1.5	2.0	5.550	4.250	0.000	0.350
OPERATING ENGINEER	ALL	1		31.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
OPERATING ENGINEER	ALL	2		20.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
OPERATING ENGINEER	O&C			14.570	0.000	1.5	1.5	2.0	4.200	2.200	0.000	0.000
PAINTER	BLD			24.450	25.450	1.5	1.5	2.0	5.650	4.100	0.000	0.300
PAINTER	HWY			25.600	26.600	1.5	1.5	2.0	5.650	4.100	0.000	0.300
PAINTER OVER 30FT	BLD			25.200	26.200	1.5	1.5	2.0	5.650	4.100	0.000	0.300
PAINTER PWR EQMT	BLD			25.450	26.450	1.5	1.5	2.0	5.650	4.100	0.000	0.300
PAINTER PWR EQMT	HWY			26.600	27.600	1.5	1.5	2.0	5.650	4.100	0.000	0.300
PILEDRIVER	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
PILEDRIVER	HWY			29.980	31.730	1.5	1.5	2.0	5.550	4.250	0.000	0.350
PIPEFITTER	BLD			31.220	33.090	1.5	1.5	2.0	5.600	7.660	0.000	0.700
PLASTERER	BLD			28.270	30.270	1.5	1.5	2.0	5.500	8.500	0.000	0.300
PLUMBER	BLD			31.220	33.090	1.5	1.5	2.0	5.600	7.660	0.000	0.700
ROOFER	BLD			26.010	28.010	1.5	1.5	2.0	5.810	4.500	0.000	0.000
SHEETMETAL WORKER	ALL			28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER	BLD			36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TERRAZZO FINISHER	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TERRAZZO MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TILE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TRUCK DRIVER	ALL	1		25.010	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	2		25.410	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	3		25.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	4		25.860	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	ALL	5		26.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER	O&C			13.940	0.000	1.5	1.5	2.0	2.550	1.500	0.000	0.000
TUCKPOINTER	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430

Legend :

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

WABASH COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by

said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to, sound and voice transmission/transference systems, communication systems that transmit or receive information and/or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems, and the performance of any task directly related to such installation or service. EXCLUDES installation of electrical power wiring and conduit raceways exceeding fifteen (15) feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP

Encompasses following types of work when participating on public works projects involving oil and chip activities: Ready Mix, Gravel Truck Drivers, Asphalt Distributor Truck and Lowboy Drivers.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer,

CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

OPERATING ENGINEER - OIL AND CHIP

Encompasses following types of work when participating on public works projects involving oil and chip activities: Spreading and compaction of seal coat aggregate on liquid asphalt or road oil and the preparation for such work for maintenance purposes.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in

this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Wayne County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.900
ASBESTOS ABT-MEC	BLD			20.800	0.000	2.0	2.0	2.0	5.500	4.200	0.000	0.000
BOILERMAKER	BLD			31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
CARPENTER	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
CARPENTER	HWY			29.480	31.230	1.5	1.5	2.0	5.550	4.250	0.000	0.350
CEMENT MASON	BLD			25.750	27.250	1.5	1.5	2.0	5.500	4.450	0.000	0.300
CEMENT MASON	HWY			24.570	26.070	1.5	1.5	2.0	5.500	5.000	0.000	0.300
CERAMIC TILE FNSHER	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
ELECTRICIAN	ALL			34.460	36.710	1.5	1.5	2.0	5.150	7.920	0.000	0.520
ELECTRONIC SYS TECH	BLD			26.740	28.240	1.5	1.5	2.0	5.150	3.470	0.000	0.250
FLOOR LAYER	BLD			28.430	29.180	1.5	1.5	2.0	5.800	5.250	0.000	0.350
GLAZIER	BLD			25.180	26.180	1.5	1.5	2.0	4.700	4.000	0.000	0.250
HT/FROST INSULATOR	BLD			26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER	ALL			25.750	27.000	1.5	1.5	2.0	5.780	8.350	0.000	0.345
LABORER	BLD			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
LABORER	HWY			22.550	23.000	1.5	1.5	2.0	5.450	7.800	0.000	0.800
MACHINIST	BLD			40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
MARBLE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
MILLWRIGHT	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
MILLWRIGHT	HWY			29.980	31.730	1.5	1.5	2.0	5.550	4.250	0.000	0.350
OPERATING ENGINEER	ALL	1		31.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
OPERATING ENGINEER	ALL	2		20.450	0.000	1.5	1.5	2.0	5.550	7.500	0.000	0.650
PAINTER	ALL			22.000	22.500	1.5	1.5	2.0	4.750	5.170	0.000	0.330
PAINTER OVER 30FT	ALL			25.100	25.600	1.5	1.5	2.0	4.750	5.170	0.000	0.330
PAINTER PWR EQMT	ALL			25.100	25.600	1.5	1.5	2.0	4.750	5.170	0.000	0.330
PILEDRIVER	BLD			29.740	31.240	1.5	1.5	2.0	5.800	5.250	0.000	0.350
PILEDRIVER	HWY			29.980	31.730	1.5	1.5	2.0	5.550	4.250	0.000	0.350
PIPEFITTER	BLD			31.000	34.100	1.5	1.5	2.0	8.000	8.000	0.000	0.900
PLASTERER	BLD			23.500	24.500	1.5	1.5	2.0	5.200	3.550	0.000	0.100
PLUMBER	BLD			31.000	34.100	1.5	1.5	2.0	8.000	8.000	0.000	0.900
ROOFER	BLD			21.200	22.200	1.5	1.5	2.0	6.700	3.800	0.000	0.000
SHEETMETAL WORKER	ALL			28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER	BLD			36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TERRAZZO FINISHER	BLD			24.990	0.000	1.5	1.5	2.0	7.600	6.690	0.000	0.430
TERRAZZO MASON	BLD			28.500	28.800	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TRUCK DRIVER	ALL	1		28.605	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	2		29.005	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	3		29.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	4		29.455	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	5		30.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TUCKPOINTER	BLD			26.320	27.820	1.5	1.5	2.0	7.600	6.690	0.000	0.430

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

WAYNE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

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Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler,

Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing

classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Agenda Item #8I

Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Payment of Accrued Bills

The District's fiscal year ends on June 30th, and under general accounting rules, the District pays accrued bills for a short period following the end of FY09. The accrual period runs from July 1st and ends on July 14th. On July 14th, all FY09 obligations received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the July Board meeting, that electronic report will include current bills for approval plus all the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor.

This procedure has been followed in prior years and I request the Board's approval to pay the FY09 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the July Board meeting.

TLB/rs

Agenda Item #8J

FY 2010 General Insurance

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: FY 2010 General Insurance

The District's current insurance carrier has provided renewal rates for FY2010. These renewal rates represent a 6% increase over the current premiums.

The insurance premium for our package coverage for property, general liability, errors and omissions, inland marine, terrorism, broadcast, automobile, umbrella liability, workers' compensation, cyber liability, boiler coverage, crime, fiduciary, and foreign liability had a net increase of approximately \$22,500.

The majority of the increase (over \$14,000) was due to an increase in the workers' compensation premium. This increase was attributable to three major factors. First, our overall payroll was up and workers' compensation premiums are based on employers' payroll. Second, our Experience Mod Factor was increased from 1.18 to 1.23 due to two large claims that were paid. Third, the Illinois State "Rate Classifications" were increased for the Professional and Clerical classifications by 6.7% and the Maintenance and Food service classifications increased by 7.5%.

In FY2009, the District's renewal premium was reduced by \$16,000 over the District's FY2008 premium. District premiums will have increased by \$6,500 or a 1.6% increase in premiums over the two fiscal years.

I recommend that the Board accept the renewal rates as presented.

TLB/rs

Agenda Item #8K

Appointment of Audit Committee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Appointment of Audit Committee

The Board has established an Audit Committee comprised of two Board members to review the annual audit with the District's auditors. The Audit Committee submits a report to the Board concerning the annual audit. Following this review, the full audit is presented to the Board for its consideration and approval.

Members of the Audit Committee serve until such time as they are replaced. The Board appointed Marilyn Wolfe and Larry Rost to be members of the committee. When Trustee Rost left the Board a vacancy occurred.

I would ask that the Board of Trustees appoint two trustees to serve as members of the Audit Committee.

TLB/rs

Agenda Item #8L

FY 2010 Contract with Department of Corrections

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Department of Corrections Contracts for FY2010

The Department of Corrections has indicated that they wish to contract with Illinois Eastern Community Colleges/LTC for the provision of education services to the Robinson Correctional Facility and to the Lawrence Correctional Facility.

The contract that the Department has offered the District requires a reduction in our administrative fees and an increase in salaries. This contract cannot be accepted by the District. The Presidents of community college districts that provide educational services are working with the Department of Corrections to establish a contract that would adequately compensate community colleges for the services that they are expected to provide.

I would ask that the Board authorize me to negotiate an acceptable contract with the Department of Corrections which would adequately compensate the District for services provided during Fiscal Year 2010. Any contract negotiated would be subject to the General Assembly appropriating sufficient funds to operate the educational programs of the Department of Corrections.

TLB/rs

Agenda Item #8M

Local Workforce Investment Area 23 CEO Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Local Workforce Investment Area 23 CEO Agreement

The Chief Elected Officials (CEOs) of the Local Workforce Investment Area 23 comprised of the County Board Chairs of the counties of Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Lawrence, Marion, Moultrie, and Richland have asked Illinois Eastern Community College District #529 (IECC) to serve as Grant Recipient and Fiscal Agent for the Local Workforce Investment Areas 23.

The CEOs of the fourteen county region have designated IECC as Grant Recipient/Fiscal Agent (GR/FA) to act on their behalf pursuant to the Workforce Investment Act of 1998 (WIA). The CEOs have presented an agreement to the IECC Board for its acceptance to become the GR/FA.

That agreement sets forth the CEOs authority and responsibilities, and sets forth the CEOs expectations of IECC, as relates to procedure, service, and reporting. The agreement sets forth the separation of duties between the CEOs, IECC, and the Local Workforce Investment Board. The agreement sets forth that IECC will be accountable for costs and expenditures that violate WIA requirements. The CEOs agreed to reimburse IECC for necessary and reasonable administrative costs for performing the duties of GR/FA.

The agreement shall become effective July 1, 2009 and continue from year to year unless either the CEOs or IECC initiate steps to terminate by giving a sixty day notice.

I ask the Board's approval of the CEO and Grant Recipient/Fiscal Agent Agreement which follows.

TLB/rs

LOCAL WORKFORCE INVESTMENT AREA (LWIA) 23

CHIEF ELECTED OFFICIAL AND GRANT RECIPIENT/FISCAL AGENT AGREEMENT

This Agreement is entered into by the Chief Elected Officials (CEOs) of Local Workforce Investment Area (LWIA) 23 and Illinois Eastern Community Colleges (IECC). The CEOs designated IECC as the Grant Recipient/Fiscal Agent to act on their behalf pursuant to the Workforce Investment Act of 1998 (WIA).

While WIA permits the CEOs to designate an entity to serve on their behalf as grant recipient and fiscal agent, the CEOs understand that this designation does not relieve the CEOs of their financial liability for any misspent funds. Under WIA, the CEOs retain ultimate liability for the repayment of any WIA funds which have been misused or costs which have been disallowed.

The purpose of this Agreement is for CEOs to articulate their expectations of their designated Grant Recipient/Fiscal Agent and for the designated Grant Recipient/Fiscal Agent to acknowledge and accept these expectations.

A. DELEGATION OF CEO AUTHORITY AND RESPONSIBILITIES

1. The CEOs delegate to IECC the power and responsibility to enter into contracts, subcontracts, and other agreements, to receive, expend, and distribute funds, to develop and evaluate procedures for financial management, and to hire, organize, and train the staff needed to carry out their responsibilities.
2. IECC agrees to accept on behalf of the CEOs all grant funds associated with Title IB of WIA. This responsibility also includes funds available under the Trade Adjustment Act (TAA).
3. IECC agrees to disburse WIA funds for allowable workforce investment activities on behalf of the CEOs. As required by law, these disbursements will occur at the direction of the local workforce investment board of LWIA 23, provided that the purpose for the disbursement is allowable, authorized and documented.
4. The CEOs agree to reimburse IECC for necessary and reasonable administrative costs for performing the duties of grant recipient/fiscal agent as reflected in an operating budget which IECC shall submit to CEOs annually for approval.
5. IECC acknowledges that no provision for profit is allowed and that any excess of revenue over its costs must be counted as program income, and spent in compliance with WIA program income requirements. IECC also acknowledges that interest earned on funds received under WIA Title I must also be included in program income.

B. GENERAL CEO EXPECTATIONS FOR ADMINISTRATION

1. The CEOs expect the IECC to comply with Federal and State law, regulation and policy established for WIA programs.

2. The CEOs expect the IECC to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to:
 - a. The uniform administrative requirements of OMB Circular A-110, including the standards for financial management systems.
 - b. Cost principles as defined in OMB Circular A-21.
3. The CEOs expect IECC to identify and acquire an accounting system that will meet all the fund accounting and reporting requirements for WIA grant programs.
4. The CEOs expect IECC to employ and train a sufficient number of qualified staff necessary to fulfill the duties of grant recipient/fiscal agent, subject to the limitations of an annual budget.
5. The CEOs expect IECC to identify and train an Illinois Workforce Development System (IWDS) administrator who will administer the participant data management and reporting system.
6. The CEOs expect IECC to continuously review operational policies and to make recommendations to CEOs to streamline or improve administration of WIA programs.
7. The CEOs expect IECC to establish and manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
8. The CEOs expect IECC to enter into written grant agreements or contracts only as needed and when clear goals and obligations are established.
9. The CEOs expect IECC to monitor the implementation of all grants and contracts, and to fulfill the requirement on local areas to conduct program and financial monitoring not less frequently than annually.
10. The CEOs expect IECC to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIA rules or policies.
11. The CEOs expect IECC to closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIA and to avoid any loss of funds allocated to the local workforce investment area.

C. PROCEDURAL EXPECTATIONS OF CEOs:

1. The CEOs expect IECC to develop all required procedures for program planning, evaluation, and quality improvement systems on behalf of the CEOs.
2. The CEOs expect IECC to develop a property control system that meets all Federal and State requirements and that provides for a full accounting of all property and equipment purchased with WIA funds.

D. SERVICE EXPECTATIONS OF CEOs:

1. The CEOs expect IECC to remain an honest broker for service planning and resource allocation. The CEOs expect IECC decisions to be transparent and based on the good of

participants and the service delivery system within the local workforce investment area as a whole.

2. The CEOs expect IECC to assure continuity in participant services during the initial period of transition to its grant recipient/fiscal agent responsibilities. This need for continuity extends to planning and services development under the American Recovery and Reinvestment Act program, and especially for planning and enrollment in the summer youth employment program.
3. The CEOs expect that IECC shall not exclude any participant from program participation, deny any participant benefits, subject any participant to discrimination, or deny employment to any participant because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
4. The CEOs expect IECC to organize and execute its grant recipient and fiscal agent responsibilities to assure the fair and equitable allocation of grant funds across all counties within the local workforce investment area. Planning and resource allocation decisions shall be based on current labor market information, the number unemployed, the population of the various counties, and number of plant closings and mass layoffs, and the unique needs of the communities within each county. IECC will make these determinations transparently and keep the CEOs informed about these planning and resource allocation decisions.

E. REPORTING EXPECTATIONS OF CEOs

1. The CEOs expect IECC to provide the following information monthly:
 - a. Reports and other documents that summarize the current financial conditions of all WIA grants awarded to LWIA 23, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize current program performance in LWIA 23 against the negotiated performance standards required under WIA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
 - c. Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate responsibility.
2. The CEOs expect IECC to meet with the CEO Consortium on a regular basis to review reports and address CEO questions or concerns. These meetings shall be held not less frequently than bi-monthly.

F. SEPARATION OF DUTIES:

1. The CEOs expect IECC to provide for or arrange staff support to the local workforce investment board of area 23 under the “consortium” staffing model. Under this model, the responsibility for providing staff support to the local workforce investment board of LWIA 23 is shared among at least four of the required Illinois workNet partners.

2. The CEOs also expect IECC to assure adequate separation between its responsibilities as grant recipient/fiscal agent for LWIA 23 and its role as a certified training provider for LWIA 23.

G. CEO EXPECTATIONS ABOUT LIABILITY

1. The CEOs will hold IECC accountable for all expenditures or costs that violate WIA requirements. This includes disallowed costs resulting from IECC's failure to apply or properly interpret WIA requirements, negligence, IECC's failure to follow accepted standards of financial management or other failure to safeguard WIA funds on behalf of CEOs. CEOs agree that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIA funds on behalf of CEOs.
2. In the event costs are disallowed, the CEOs will seek reimbursement from IECC for all disallowed costs and expect IECC to repay these costs with non-Federal sources of funds. The CEOs understand that IECC may seek reimbursement from the service provider or other contractors for whom costs were disallowed. IECC shall assure that any such reimbursed costs will be paid from non-Federal sources of funds.

H. OTHER EXPECTATIONS OF CEOs

1. The expectations identified in this Agreement are not comprehensive nor intended to be. Instead, they establish a baseline set of expectations to guide IECC in its role as grant recipient and fiscal agent.
2. The CEOs expect to work in partnership with IECC to safeguard WIA funds and to assure that the funds available in LWIA 23 are used for the maximum benefit of citizens in the fourteen counties.
3. The CEOs will provide leadership and guidance to the local workforce investment board of LWIA 23 and expect the full cooperation of the local workforce investment board of LWIA 23 with the CEOs and IECC. If the local workforce investment board of LWIA 23 fails to cooperate or fails to act in a way beneficial to the successful operation of services or programs under the control of the CEOs, the CEOs will take appropriate action to require the cooperation of the local workforce investment board of LWIA 23, up to and including the appointment of new members to the local workforce investment board of LWIA 23.

I. Effective Date

This agreement shall become effective on July 1, 2009 and continue from year-to-year unless either the CEOs or IECC initiate steps to terminate it. If either the CEOs or IECC plans to terminate this Agreement, a minimum of 60 days notice shall be given to the other as to this intent.

J. SIGNATURES

For Clark County

For Clay County

For Coles County

For Crawford County

For Cumberland County

For Douglas County

For Edgar County

For Effingham County

For Fayette County

For Jasper County

For Lawrence County

For Marion County

For Moultrie County

For Richland County

Chief Executive Officer, Illinois Eastern Community Colleges

Agenda Item #8N

Local Workforce Investment Area 23 Transition Agreement

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2009

RE: Local Workforce Investment Area 23 Transition Agreement

The current Grant Recipient/Fiscal Agent (GR/FA) for LWIA 23 is the Crossroads Workforce Investment Board (CWIB). The Chief Elected Officials of LWIA 23 (CEOs) have chosen Illinois Eastern Community Colleges (IECC) to become the GR/FA effective July 1, 2009.

The Illinois Department of Commerce and Economic Opportunity (DCEO) has submitted a Transition Agreement to CWIB asking that certain duties be performed by CWIB during the transition period from CWIB to IECC.

Although the agreement sets forth mainly the duties of CWIB, the final paragraph of the agreement asks that IECC cooperate during the transition to IECC. IECC has been and will continue to cooperate with all the requirements of the transition plan.

I ask the Board's approval of the Transition Agreement between DCEO, CWIB, and IECC.

TLB/rs

Attachment

TRANSITION AGREEMENT

WHEREAS the Crossroads Workforce Investment Board, Inc. (hereinafter “CWIB, Inc.”) has been acting as the Grantee for the Local Workforce Investment Area 23 (hereinafter “LWIA 23”) to administer grants awarded by the Illinois Department of Commerce and Economic Opportunity (hereinafter “DCEO”) under the Workforce Investment Act of 1998 (WIA);

WHEREAS CWIB, Inc. has accepted various grants awarded by DCEO;

WHEREAS the Chief Elected Officials (CEOs) in LWIA 23 voted on April 20, 2009 to designate Illinois Eastern Community Colleges (IECC) to serve on their behalf in the future as the Grant Recipient/Fiscal Agent under WIA, effective on July 1, 2009;

NOW THEREFORE, CWIB, IECC and DCEO agree as follows:

1. CWIB shall continue to perform its duties as Grantee of all currently executed grants through midnight on June 30, 2009, at which time these duties will transfer to IECC;
2. CWIB’s status as Grant Recipient/Fiscal Agent for LWIA 23 shall be terminated as of midnight on June 30, 2009 with the transfer of Grant Recipient/Fiscal Agent responsibilities to IECC;
3. CWIB is responsible for payment of all costs incurred through June 30, 2009;
4. CWIB shall transfer to IECC by July 31, 2009 all unexpended grant funds as of the end of the business day on June 30, 2009, coincident with the transfer of Grant Recipient/Fiscal Agent responsibilities to IECC;
5. CWIB acknowledges that it has continuing duties under the respective grant agreements, irrespective of the actual grant expiration dates, as a result of its prior status as recipient of grant funds;
6. CWIB shall be responsible for closing out all grants expiring on June 30, 2009 pursuant to close out requirements DCEO has established.
7. CWIB shall continue to comply with all grant terms and conditions, as they relate to CWIB’s performance of those terms and conditions, for acts undertaken prior to and on June 30, 2009 at which time their responsibilities and duties as the grantee and Grant Recipient/Fiscal Agent will cease, and
8. CWIB and IECC agree to cooperate fully in the execution of all steps and activities necessary to effect the transition of Grant Recipient/Fiscal Agent responsibilities to IECC prior to the beginning of the business day on July 1, 2009. These steps and activities are summarized in a transition plan.

Chair of Crossroads Workforce Investment Board, Inc

Date

CEO, Illinois Eastern Community Colleges

Date

Director of DCEO

Date

Agenda Item #80

Affiliation Agreement with Clay County Hospital

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Clay County Hospital - Phlebotomy

IECC wishes to enter into a new affiliation agreement with Clay County Hospital, located in Flora, Illinois.

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

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

TLB/rs

Attachment

**AFFILIATION AGREEMENT
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529**

Olney Central College Phlebotomy Program

and

Clay County Hospital

911 Stacey Burk Drive

Flora, IL 62838-3241

THIS AGREEMENT made and entered into this 1st day of June 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,

Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and Clay County Hospital (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:
- be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical

objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the **1st** day of **June** **2009**.

AGENCY

ILLINOIS EASTERN
COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied
Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Adopted 6-2005

Agenda Item #8P

Affiliation Agreement with Sikorski Chiropractic – Medical Assistant

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Sikorski Chiropractic – Medical Assistant

IECC wishes to enter into a new affiliation agreement with Sikorski Chiropractic, located in Robinson, Illinois.

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

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Dr Sikorski's – 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 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 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 medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the 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.

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 medical assistant 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. Medical Assistant Faculty and medical assistant 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 _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8Q

Affiliation Agreement with Crawford County Health Dept. – Medical Assistant

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Crawford County Health Dept. – Medical Assistant

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

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

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Crawford County Health Department – 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 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 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 medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the 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.

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 medical assistant 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. Medical Assistant Faculty and medical assistant 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 _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8R

Affiliation Agreement with Dr. David Rotman – Medical Assistant

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Dr. David Rotman – Medical Assistant

IECC wishes to enter into a new affiliation agreement with the Office of Dr. David Rotman, located in Robinson, Illinois.

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

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Dr Rotmans, 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 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 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 medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the 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.

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 medical assistant 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. Medical Assistant Faculty and medical assistant 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 _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8S

Affiliation Agreement with Ridgeview Care Center – Medical Assistant

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Ridgeview Care Center – Medical Assistant

IECC wishes to enter into a new affiliation agreement with the Ridgeview Care Center, located in Oblong, Illinois.

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

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Ridgeview Care Center – Oblong, 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 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 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 medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the 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.

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 medical assistant 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. Medical Assistant Faculty and medical assistant 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 _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8T

Affiliation Agreement with CMH Rural Health Care Clinic – Medical Assistant

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with CMH Rural Health Care Clinic – Medical Assistant

IECC wishes to enter into a new affiliation agreement with the Crawford Memorial Hospital Rural Health Care Clinic, located in Robinson, Illinois.

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

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and CMH Rural Health Clinic – 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 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 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 medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the 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.

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 medical assistant 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. Medical Assistant Faculty and medical assistant 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 _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8U

Affiliation Agreement with Lathrop Associates – Medical Assistant

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Lathrop & Associates – Medical Assistant

IECC wishes to enter into a new affiliation agreement with Lathrop & Associates, located in Robinson, Illinois.

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

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Medical Assistant Program (hereinafter referred to as LTC) and Lathrop and Associates – 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 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 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 medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the 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.

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 medical assistant 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. Medical Assistant Faculty and medical assistant 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 _____, 2009.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8V

**Affiliation Agreement with Crawford Memorial Hospital –
Health Information Management**

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Affiliation Agreement with Crawford Memorial Hospital –
Health Information Management

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

This affiliation agreement is for the Health Information Management Program and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
HEALTH INFORMATION MANAGEMENT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Health Information Management (HIM) Program (hereinafter referred to as LTC) and Crawford Memorial Hospital, 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 practice by students of the HIM Program for the COLLEGE and

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 HIM 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 HIM practice, and will be available to the HIM students.

The specific assignment of learning experiences to specific students will be made and arranged by the HIM 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 HIM students during their 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 care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to HIM 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.

HIM students assigned to, or making use of any 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 HIM practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in HIM 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. HIM Faculty and HIM 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 _____, 2009.

AGENCY

Medical Services Director

Agency Administrator

LINCOLN TRAIL COLLEGE

Health Information Management
Faculty Member

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8W

Marathon Refinery Property Tax Settlement Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Marathon Refinery Property Tax Settlement Agreement

The taxing bodies of Crawford County, including Illinois Eastern Community Colleges (IECC), have been working with the Marathon Petroleum Company and taxing officials of Crawford County to establish an appropriate property tax assessment for the Robinson Refinery.

The agreement is between Marathon Petroleum and the taxing bodies, which include Crawford County, Robinson Township Road District, Robinson Township Fire Protection District, Crawford County Airport Authority, Robinson Community Unit School District No. 2, Robinson Township, Robinson Public Library District, Crawford Hospital District, and IECC. The taxing authorities, Crawford County Board of Review and Supervisor of Assessments of Crawford County, have also agreed to the settlement.

The parties have agreed that:

- The aggregate equalized assessed value of the Robinson Refinery shall be \$163,609,000.00 for the taxing years 2008-2013.
- For the tax year 2014 and thereafter, the value of the Refinery shall be determined using the Illinois Property Tax Code, which uses Fair Market Value.
- The Robinson Community Unit School District No. 2 is limited on the amount of dollars it shall receive from the Refinery. The School District is the only taxing body subject to a tax dollar limitation and there is no cap on other taxing bodies, including IECC.
- If during the terms of the agreement, the Refinery increases or reduces its crude capacity the value of the property shall be altered accordingly.
- Marathon has agreed not to file any tax rate objection cases against the School District during the term of the agreement, but reserves the right to challenge substantive non-procedural violations of the Illinois Truth in Taxation Law by any of the other taxing bodies, including IECC.
- All pending litigation will be dismissed with prejudice.
- No taxing body that received increased tax collections because of the 2007 increase in equalized assessed valuation will be required to make a repayment of taxes collected to Marathon.

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

TLB/rs

**MARATHON PETROLEUM COMPANY LLC
ROBINSON REFINERY REAL PROPERTY TAX
ASSESSMENT SETTLEMENT AGREEMENT**

THIS ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT SETTLEMENT AGREEMENT (“Agreement”) is made as of the _____ day of May, 2009, by and between Marathon Petroleum Company LLC (“Marathon” or the “Company”), a Delaware limited liability company, Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College No. 529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford Hospital District, and the Crawford County Airport Authority (collectively, the “Taxing Bodies”), the Supervisor of Assessments of Crawford County (the “Supervisor of Assessments”), and the Crawford County Board of Review (the “Board of Review”);

W I T N E S S E T H

WHEREAS, Marathon and the Taxing Bodies (hereinafter referred to collectively as the “Parties”, and individually as “Party”), now voluntarily enter into this Agreement pursuant to the Illinois Property Tax Code (35 ILCS 200/1, *et. seq.*), Article VII, Section 10(a) of the Illinois Constitution (Ill. Const. Art. VII, §10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), and all other applicable authority of the Parties; and

WHEREAS, Marathon owns certain real property located within Crawford County, Illinois, which is operated by Marathon as a petroleum refinery, the permanent index real estate tax numbers of which are 05-1-34-000-021-000 and 05-1-34-100-021-000 (collectively, the “Robinson Refinery”); and

WHEREAS, Marathon owns real property located within the Robinson Refinery, which has been certified by the Illinois Pollution Control Board as pollution control facilities under the Illinois Property Tax Code (35 ILCS 200/11-10), the permanent index real estate tax number of which is 05-1-34-000-021-001 (the “Pollution Control Facilities”); and

WHEREAS, the Taxing Bodies constitute all of the entities with jurisdiction as of tax year 2008 to levy *ad valorem* real property taxes against the Robinson Refinery and the Pollution Control Facilities; and

WHEREAS, certain disputes and litigation as to the 2007 aggregate equalized assessed value of the Robinson Refinery are currently pending before the Illinois Property Tax Appeal Board (the “PTAB”), in PTAB Docket No. 07-04765, (the “PTAB Case”); and

WHEREAS, certain disputes and litigation as to the 2008 equalized assessed valuation of the Pollution Control Facilities are currently pending before the Department of Revenue of the State of Illinois (the "Department of Revenue"), under Case No. 09-PT-0020 (the "DOR Case"); and

WHEREAS, certain disputes and litigation as to the 2007 tax levy of Robinson Community Unit School District No. 2 and the 2007 equalized assessed value of the Robinson Refinery are currently pending in the Circuit Court for the Second Judicial Circuit, Crawford County, Illinois (the "Circuit Court") in *Marathon Petroleum Company, LLC, v. Doris Tracy, Crawford County Treasurer and Ex-Officio County Collector, and Community Unit School District #2, a/k/a Robinson Unit #2, Case No. 08-TX-36* (the "Circuit Court Case"); and

WHEREAS, the Parties desire to settle all disputes concerning the equalized assessed valuation of the Robinson Refinery and the Pollution Control Facilities, including the PTAB Case, the DOR Case and the Circuit Court Case, and further wish to settle all issues related to payments, refunds, claims, credits against taxes and liabilities in respect to past taxes of the Taxing Bodies, and certain issues relating to future equalized assessed values of the Robinson Refinery and the Pollution Control Facilities and real property taxes and real property tax rates of Robinson Community Unit School District No. 2, all in accordance with the terms of this Agreement; and

WHEREAS, the Parties acknowledge that they are entering into this Agreement voluntarily; and

WHEREAS, the Supervisor of Assessments and the Board of Review are the duly appointed officials responsible for establishing the assessed value of the Robinson Refinery; and

WHEREAS, on May 6, 2009 the Board of Review conducted a hearing on an assessment complaint filed by Marathon relative to the 2008 assessed value of the Robinson Refinery as set by the Supervisor of Assessments; and

WHEREAS, at said hearing the Parties appeared, advised the Board of Review that they had a tentative agreement as set forth herein and requested that the Board of Review set the assessed value of the Robinson Refinery at the amount set forth in this Agreement for tax year 2008 pending formal approval of this Agreement by the Parties; and

WHEREAS, on May 7, 2009, the Board of Review issued its decision setting the assessed value of the Robinson Refinery for tax year 2008 in the amount requested by the Parties as set forth herein; and

WHEREAS, the Supervisor of Assessments and Board of Review execute this Agreement solely for the purpose of agreeing to implement the terms of Paragraphs 2, 3, 6 and 7 of this Agreement as requested by the Parties;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as an agreed statement of facts and the Parties stipulate that they are true and correct.

2. Robinson Refinery 2008 – 2013 Equalized Assessed Value. With the sole exception of those circumstances described in Paragraph 7, for tax years 2008 through and including 2013, the aggregate equalized assessed value of the Robinson Refinery shall be \$163,609,000.

a. The aggregate equalized assessed value shall be assigned between the two parcels that make up the Robinson Refinery as follows:

i. PIN 05-1-34-000-021-000 at \$162,886,252 and

ii. PIN 05-1-34-100-021-000 at \$722,748.

b. The Parties agree that, with the sole exception of those circumstances described in Paragraph 7, the Supervisor of Assessments shall set the aggregate equalized assessed value for the Robinson Refinery in the amounts set forth above for tax years 2008 through and including 2013, and that the Board of Review will certify such values to the Crawford County Clerk.

3. Robinson Refinery Equalized Assessed Value 2014 and Beyond.

a. For tax years 2014 and thereafter, the aggregate equalized assessed value of the Robinson Refinery shall be determined in accordance with the provisions of the Illinois Property Tax Code.

b. The Parties further agree that no later than June 1, 2012, and at such other times thereafter as may be reasonably requested by the Supervisor of Assessments, Marathon and the Supervisor of Assessments will meet to jointly review the assessed valuation of the Robinson Refinery for the next assessment cycle. Marathon further agrees that it shall provide access to the Robinson Refinery for site inspections, such site inspections to be supervised by appropriate Marathon personnel, for the purpose of identifying all new capital additions, improvements or fixed assets that may have been made or added to the Robinson Refinery since the last assessment cycle.

4. Robinson Refinery Pollution Control Facilities 2008 – 2013 Assessed Value. For tax years 2008 through 2013, the aggregate assessed value of the Pollution Control Facilities shall be as determined and published by the Illinois Department of Revenue.

5. Robinson Community Unit School District No. 2 Adjustment of Taxes.

- a. For tax years 2008 through 2013, the Crawford County Clerk shall extend taxes against the Robinson Refinery in accordance with the provisions of the Property Tax Code. Marathon shall pay such taxes in full when due and the Crawford County Treasurer will collect and distribute such property tax receipts as provided by law.
- b. Exhibit A attached hereto sets forth the amount of proceeds Robinson Community Unit School District No. 2 has agreed to receive from the Robinson Refinery for each tax year commencing 2008 and continuing through 2013.
- c. For each tax year commencing 2008 and continuing through 2013, to the extent that the amount of taxes paid by Marathon to Robinson Community Unit School District No. 2 for the Robinson Refinery is greater than the amount set forth on Exhibit A, Robinson Community Unit School District No. 2 will reimburse Marathon the difference by making a cash payment directly to Marathon within thirty (30) days after the date that the second installment of real property taxes are due for that tax year. For each tax year commencing 2008 and continuing through 2013, to the extent that the amount of taxes paid by Marathon to Robinson Community Unit School District No. 2 for the Robinson Refinery is less than the amount set forth on Exhibit A, Marathon shall make up the difference by making a cash payment directly to Robinson Community Unit School District No. 2 within thirty (30) days after the date that the second installment of real property taxes are due for that tax year.

6. Application of State, County or Township Multipliers. It is the intent of the Parties that the equalized assessed values specified in Paragraph 2 will be the final assessments after imposition of all multipliers.

7. Robinson Refinery 2009 – 2013 Equalized Assessed Value Adjustment Amounts. The aggregate equalized assessed value of the Robinson Refinery as set forth in Paragraph 2 above, shall not be subject to change for any depreciation, nor shall it be affected by any new improvements, replacements or additions to the Robinson Refinery except as follows:

- a. If new construction associated with the Robinson Refinery increases the crude capacity for any tax year between 2009 and 2013 above 213,000 barrels per stream day, then the aggregate equalized assessed

value for such tax year set forth in Paragraph 2 shall be increased by \$775 per each barrel of added crude capacity. Any increase in the aggregate equalized assessed value of the Robinson Refinery as a result of the application of this Paragraph 7 shall be subject to additional real property taxes extended by the Crawford County Clerk and such additional taxes extended, collected and distributed to the Robinson Community Unit School District No. 2 shall be considered in addition to, and not an offset of, the amounts set forth on Exhibit A. Nothing in this Agreement shall prohibit or prevent Marathon from making an application for and receiving an abatement of real property taxes for improvements made to the Robinson Refinery after the date of this Agreement pursuant to the Robinson Enterprise Zone as the result of an Enterprise Zone Expansion Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on September 27, 2005, as Ordinance Number 2005-O-29; provided, however, that no application for or receipt of an abatement of real property taxes under the Robinson Enterprise Zone Expansion Ordinance shall serve to reduce the equalized assessed values of the Robinson Refinery as set forth in Paragraph 2 during the term of this Agreement, nor shall it serve to reduce the amount of real property taxes extended by the County Clerk based on the equalized assessed values set forth in Paragraph 2.

- b. Any removal or destruction of property which does not decrease the crude capacity of the Robinson Refinery below 213,000 barrels per stream day shall not decrease the aggregate equalized assessed value of the Robinson Refinery below the amounts set forth in Paragraph 2. Any removal or destruction of property at the Robinson Refinery which permanently decreases the crude capacity of the Robinson Refinery below 213,000 barrels per stream day shall result in a reduction in the aggregate equalized assessed value of the Robinson Refinery of \$775 per barrel of crude capacity permanently removed.
- c. In the event Marathon undertakes any construction, removal or destruction of real property at the Robinson Refinery that increases or decreases the crude capacity for any tax year from 2008 through 2013 from 213,000 barrels per stream day, then Marathon shall advise the Parties, the Supervisor of Assessments and the Crawford County Board of Review, in writing, of such construction, removal or destruction and specify the amount of added or removed crude capacity resulting therefrom on or before the date the crude capacity change occurs.

8. Mutual Cooperation. The Parties agree not to challenge the terms of this Agreement, either directly or indirectly, and shall not provide any financial support for litigation, or otherwise participate directly or indirectly in litigation, seeking to increase

or decrease the aggregate equalized assessed values set in conformity with Paragraphs 2, 4 and 7 of this Agreement, or to increase or decrease the amount of any cash payments made or to be made pursuant to Paragraph 5.

- a. Notwithstanding the foregoing, if any non-party to this Agreement files an appeal, complaint, petition or protest seeking to increase or decrease the assessed value of the Robinson Refinery or the Pollution Control Facilities above or below the amounts specified in Paragraphs 2, 4 and 7 or challenging the provisions of Paragraph 5, then the Parties shall have the right and the obligation to appear in the proceeding for the purpose of advising the court or administrative agency that they support the validity and enforceability of this Agreement, the assessed values provided for herein and the provisions of Paragraph 5.
- b. In the event any Party files an appeal, complaint, petition or protest seeking to increase or decrease the assessed value of the Robinson Refinery or the Pollution Control Facilities above or below the amounts specified in Paragraphs 2, 4 and 7 or challenging the provisions of Paragraph 5, then any other Party to this Agreement which is otherwise not participating in the appeal, complaint, petition or protest shall have the right to intervene in such challenge in order to enforce the terms of this Agreement and respond to any and all allegations in such challenge. The costs incurred to intervene in any such proceeding, including attorney fees, shall be borne solely by the intervening Party.
- c. The Parties to this Agreement shall take all actions reasonable and necessary to defend the validity of this Agreement and to defend all actions taken and all documents executed pursuant to or in connection with this Agreement, and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Agreement.

9. Tax Rate Objections or Complaints. Marathon shall not file, nor be a party to, nor provide any financial support for, any tax rate objection or tax objection complaint against the Robinson Community Unit School District No. 2 for any tax year prior to the 2014 tax year, provided however, nothing in this paragraph shall prevent or prohibit Marathon from exercising such rights to protest an alleged substantive non-procedural violation of the Illinois Truth in Taxation Law by any of the other Taxing Bodies during the term of this Agreement.

10. Effective Date and Termination. This Agreement shall become effective upon approval of the Agreement by all Parties and execution by Supervisor of Assessments and Board of Review, as indicated by the signature of a duly authorized representative from each Party, and shall be null and void and of no force or effect whatsoever unless all

Parties approve and execute this Agreement in full. This Agreement shall terminate at the end of the day, December 31, 2014. Notwithstanding the termination of this Agreement:

- a. Each Party may exercise its rights under this Agreement and each Party shall have all its obligations under this Agreement after December 31, 2014 but only with respect to levies, assessments, real property taxes, or litigation associated therewith for tax years 2008 through 2013; and
- b. Each Party may initiate litigation with regard to any claim of breach of any terms or conditions of this Agreement by any other Party no later than December 31, 2014; and
- c. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value of the Robinson Refinery after tax year 2013 or bar any Party from advocating any value of the Robinson Refinery or the Pollution Control Facilities after tax year 2013.
- d. It is expressly understood that, prior to the termination of this Agreement, any Party to this Agreement has the right to prepare for matters relating to the assessed valuation of the Robinson Refinery and the Pollution Control Facilities for tax years 2014 and thereafter.

11. Release & Dismissal of Pending Claims. Unless an action challenging the terms, approval, or enforceability of this Agreement is filed or threatened, within 30 days of the approval and execution of this Agreement by all of the Parties hereto, as measured by the last Party to affix its signature to this Agreement, Marathon shall file a stipulation with the PTAB to dismiss the PTAB Case and a stipulation with the Circuit Court to dismiss all claims in the Circuit Court Case, and Robinson Community Unit School District No. 2 shall file a stipulation with the Illinois Department of Revenue to dismiss the DOR Case. Said stipulations shall request that the PTAB, the Circuit Court and the Illinois Department of Revenue dismiss the PTAB, the Circuit Court Case, and the DOR Case, with prejudice.

12. Due Organization; Authority; Enforceability. The Company warrants that it is a limited liability company duly organized and validly existing under the laws of the State of Delaware with the power and authority to make, execute, deliver and perform its obligations under this Agreement and that it has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms; subject as to enforcement to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights. Each Taxing Body warrants that its respective governing Board has approved a resolution or motion at a legally convened public meeting approving the

terms of this Agreement, and duly authorizing its respective representative to sign on its behalf.

13. Conflict with Existing Laws or Contracts. The Company warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder does not conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the certificate of formation or the limited liability company operating agreement of the Company or of any agreement or instrument to which the Company is a party.

14. Further Assurances. Each Party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by any other Party in order to carry out fully the intent and accomplish the purposes of this Agreement.

15. Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided hereunder are cumulative and not exclusive of any other remedies provided by law.

16. Amendments. Subsequent to the execution of this Agreement, no amendment, modification, termination or waiver of this Agreement or any provision hereof nor any consent to any departure herefrom shall be effective unless the same is in writing and signed by an authorized official of all Parties, upon which any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on either party shall entitle such party to any other or further notice or demand in similar or other circumstances.

17. Right to Representation. Nothing in this Agreement shall prevent any of the Taxing Bodies, the Supervisor or the Board of Review from hiring or consulting with legal counsel or valuation experts concerning the terms, conditions and/or advisability of entering into future agreements with Marathon on the subject of the assessed value of the Robinson Refinery or the Pollution Control Facilities, or other issues related to Marathon's operations.

18. Legal Remedies. The Parties to this Agreement acknowledge and agree that the legal remedies available to the Parties for a breach of this Agreement are inadequate and that each Party may seek and is entitled to the remedy of specific performance, injunctive relief and any other appropriate remedy. Should any Party or Parties breach this Agreement, all of the other Parties agree to join in any action to enforce this Agreement.

19. Governing Law. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE

STATE OF ILLINOIS. THE PARTIES AGREE THAT ANY DISPUTES ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LITIGATED, IF AT ALL, SOLELY IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT, CRAWFORD COUNTY, ILLINOIS. EACH PARTY AGREES NOT TO RAISE ANY OBJECTION TO SUCH JURISDICTION OR TO VENUE IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT, CRAWFORD COUNTY, ILLINOIS.

20. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, transferees and assigns. The Parties hereto intend that the provisions hereof shall benefit only the Parties hereto and do not intend this Agreement to benefit any person or entity that is not a party to this Agreement. No provision in this Agreement shall create any right in any other taxpayer to a reduced rate or amount of taxation.

21. Notices. All notices, requests, demands, directions, declarations and other communications provided for herein shall be in writing and shall, except as otherwise expressly provided, be mailed by registered or certified mail, return receipt requested, by overnight courier, sent by facsimile transmission, or delivered by hand to the applicable Party at its address indicated below:

If to the Company:

Marathon Petroleum Company LLC
539 South Main Street
Findlay, OH 45840
Attn: Property & Severance Tax Manager
Telephone No.: (419) 422-2121
Facsimile No.: (419) 421-4590

If to the Taxing Bodies:

[ON FILE]

Except as otherwise expressly provided herein, each notice, request, demand, direction, declaration and other communication shall be effective three days after deposit when deposited in the mail, postage prepaid, addressed as aforesaid; shall be effective upon sending when sent by facsimile; shall be effective one day after deposit when deposited in time for next-day delivery with a nationally recognized overnight courier service; and shall be effective upon delivery when hand delivered. Either party may change its address or facsimile number by a communication in accordance herewith.

22. Captions. Captions herein are included for convenience of reference only and shall not constitute a part hereof.

23. Counterparts and Telecopied Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. A counterpart of this Agreement signed by one party and telecopied to the other party shall have the same effect as an original signed counterpart of this Agreement and shall be conclusive proof of such Party's execution of this Agreement.

24. Entire Agreement. This Agreement and Exhibit A hereto represents the complete and entire Agreement of the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, which may be related in any way to the subject matter hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the day and year first written above.

Marathon Petroleum Company LLC

Robinson Community Unit School District No. 2

By: _____

By: _____

Title: _____

Title: _____

Crawford County

Robinson Township

By: _____

By: _____

Title: _____

Title: _____

Robinson Township Road District

Robinson Public Library District

By: _____

By: _____

Title: _____

Title: _____

Robinson Township Fire Protection District

Crawford Hospital District

By: _____

By: _____

Title: _____

Title: _____

Crawford County Airport Authority

Illinois Eastern Community College District No. 529

By: _____

By: _____

Title: _____

Title: _____

Crawford County Board of Review

**Supervisor of Assessments of
Crawford County**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

Tax Year	Robinson CUSD No. 2
2008	\$6,299,263
2009	\$6,299,366
2010	\$6,324,670
2011	\$6,309,761
2012	\$6,322,954
2013	\$6,348,510

Agenda Item #8X

Building Lease Agreements

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 16, 2009
RE: Lease Agreements

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

1. OCC Cosmetology Lease – amendment to lease for the Cosmetology program property located at 104 E. Main, Olney, IL to extend the lease through June 30, 2010. Monthly rent is increased from \$1,100.00 to \$1,200.00. **Board of Trustees action is required.**
2. IECC/Elvan Wallace and A. Carol Wallace – lease for the Frontier Newton Center located at 207 E. Jourdan St., Newton, IL expiring on June 30, 2010, the monthly rent is \$875.00.
3. OCC Phlebotomy and Massage Therapy Lease – lease for the Phlebotomy and Massage Therapy programs located at 108 East Main Street, Olney, IL. A three year lease began September 1, 2005 and expires June 30, 2010. The monthly rent is \$1,500.00 per month.
4. IECC and Janet E. David Trust Lease – Lease commencing April 1, 2004 and ending on March 31, 2008 for Career and Technical Education and Small Business Development Center Offices located at 702 West High Street, Olney, IL. The lease was hereby extended on July 1, 2008 to a month to month basis. The rent is \$1,000.00 per month.
5. IECC/LTC and City of Robinson - Intergovernmental Agreement between IECC/LTC and the City of Robinson for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street. This agreement is currently under review with the City of Robinson.

6. IECC/FCC Foundation Hall Lease – Lease by IECC/FCC of a building commonly known as Foundation Hall owned by Frontier Community College Foundation and located adjacent to the campus of Frontier Community College. The lease began October 18, 2005 and expires June 30, 2010. In lieu of rent, IECC agrees to provide maintenance to the building's interior and exterior, provide janitorial services, telephone, insurance, and utility services.
7. IECC/FCC/and Frontier Community College Foundation Extension Building Sublease – The Frontier Community College Foundation currently leases a building located at 2-B Frontier Drive, Fairfield, IL, commonly known as the Extension Building to the University of Illinois Board Of Trustees. IECC subleases from the Foundation reasonable access and use of the facility for college purposes. This sublease began March 20, 2001 and is proposed to be extended to June 30, 2010. In lieu of rent, IECC agrees to provide maintenance to the building's interior and exterior, provide janitorial services, telephone, insurance, and utility services. **Board of Trustees action is required.**
8. IECC/FCC Flora Center Lease – IECC/FCC pays the Flora Chamber of Commerce \$100 per month for shared space within the Chamber Office. The lease began on December 1, 2007 and expires on June 30, 2009. The Chamber is in the process of moving and Chamber officials are currently negotiating with the FCC administration for new space.
9. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The term of the lease is from July 1, 2008 through June 30, 2010.
10. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September 30, 2006. The administration is currently in negotiation with the current owner to extend the lease.

TLB/rs

Attachments

AMENDMENT TO LEASE AGREEMENT
OCC Cosmetology Lease

This Amendment to Lease Agreement is entered into this 16th day of June 2009, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges, District #529 (Lessee).

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

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

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

The initial term of this Lease shall be for a period of two (2) years, and Lessee agrees to pay Lessor as rent the monthly sum of One Thousand Dollars (\$1,000.00). The annual rental payment shall be paid to Lessor on or before the 30th of each month of the initial term and any renewal or extension thereof. Lessee shall have the right to renew this lease for an additional year or years up to a total of three additional years, by giving written notice of same to Lessor no less than ninety days prior to the expiration of the original term or any renewal or extension thereof. Lessee may exercise this option a maximum of three times (i.e., three individual one-year extensions). In no event shall this option of Lessee extend the term of this agreement beyond June 30, 2010.

Whereas, Lessee is current in its Lease payments to Lessor through June 30, 2009.

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

1. Lessee desires to extend the current Lease Agreement through June 30, 2010 and Lessor is agreeable with such an extension.
2. The Lessee agrees to pay to Lessor the sum of One Thousand Two Hundred Dollars (\$1,200.00) on or before the 30th of each month.
3. The parties hereto agree that in all other respects, paragraphs 2 through 22 shall remain in full force and effect.

Tom Fehrenbacher, Lessor

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

LEASE

This lease is made this 17th day of June 2008, between Elvan Wallace and A. Carol Wallace, LESSOR and Illinois Eastern Community College District #529, LESSEE.

1. LESSOR hereby leases to the LESSEE and LESSEE hereby leases from the LESSOR certain office space of approximately 2,400 square feet in the middle one-third (1/3) of a building located at 207 E. Jourdan St., Newton, Illinois (hereinafter referred to as the "premises"), on terms and conditions as hereinafter set forth. The south part of said building is utilized by LESSOR as a Subway restaurant. The North part of said building is presently not being leased. LESSOR reserves the right to lease such North part in the future.

2. This lease is for a term to commence July 1, 2007 and to end on June 30, 2010 or on such other earlier date as herein provided.

3. The monthly rent shall be the sum of \$560.00 per month payable in advance on or before the 1st day of each month, the first payment to be due on or before June 1, 2007. As additional rent and due simultaneously with the monthly rent above provided, LESSEE shall also pay to LESSOR the additional sum of \$315.00 per month to help defray LESSOR's cost of electricity and heating and cooling the premises.

4. The LESSEE agrees to use the premises for college classroom purposes, community purposes, and other college related events and for necessary office space for such classes and shall not use the premises for any other purpose without the express consent of the LESSOR. It is understood that LESSEE may allow portions of the premises to be utilized by the Jasper County Chamber of Commerce and Improvement Association throughout the term of this lease.

5. The LESSOR agrees to pay the cost of trash removal, snow removal from parking lots and sidewalks, and for water and sewerage used by the LESSEE and students attending classes. Such water and sewerage shall be for the use in lavatories only and should the LESSEE conduct any activities requiring substantial amounts of water, said LESSEE shall reimburse LESSOR for the additional cost of such water.

6. The LESSEE agrees to be responsible for janitorial services of the premises it occupies at its expense and to properly carry necessary workman's compensation insurance on any janitor as well as all other employees and to provide proof of such insurance to the LESSOR.

7. The LESSEE further agrees that all employees and students will be directed and authorized to park their automobiles only on the parking lot located to the west of the premises and that the parking lot on the east side of the premises shall be reserved for the LESSOR's customers. Handicapped students and handicapped faculty however, may utilize paved parking spaces so reserved for handicapped.

8. The LESSEE shall be solely responsible for all telephone service to the premises and shall supply all telephone equipment required for the occupancy of the premises and be solely responsible for all costs of such services. The LESSEE may utilize switch equipment presently installed in the building so long as the same is of adequate size to meet its telephone needs and not interfere with

the needs of the LESSOR, but shall install its own telephone lines thereto. Any equipment installed by the LESSEE may be removed upon termination of this lease so long as no material damage to the premises results from such removal. LESSEE shall repair any damages caused by such removal. Any equipment so installed to the equipment of the LESSOR shall be installed by qualified professionals. Any other furniture or fixtures brought onto the premises by the LESSEE shall remain its property and may be removed upon termination of this lease. LESSEE shall have the right to attach chalkboards or other instructional materials to the walls and may remove the same upon termination of the lease but shall restore the walls to their original condition upon removal of such boards.

9. The LESSEE agrees that it will not bring onto the premises or furnish, give away, sell, or allow to be sold, or caused to be delivered to the premises, food, drinks, snacks, or other refreshments; nor allow any portion of the premises to be sublet or used for such sales. No vending machines shall be placed within the premises. Nothing herein contained shall prohibit the LESSEE from bringing food onto the premises or causing food to be brought onto the premises as a part of a class of instruction nor shall the LESSEE be prohibited from bringing food onto the premises or causing food to be brought onto the premises for parties for students, staff, or employees nor shall the staff, employees and students be prohibited from bringing food onto the premises or carry in meals for holidays or other special events. The LESSEE agrees not to compete with the LESSOR in the sale of food on the premises in any way.

10. The LESSOR agrees to allow the LESSEE to attach to the outside sign pole located on the property an adequate sign indicating its use and occupancy of the premises and to assist students and faculty and visitors in identifying the premises occupied by the LESSEE. Any such sign shall be supplied at the expense of the LESSEE and shall be of sufficient craftsmanship as to not detract from the premises and sign of the LESSOR located on the pole. Any such sign shall not be placed or in any way interfere with the sign of the LESSOR presently located on the premises. The LESSEE may also attach appropriate signs on the doors or windows of the premises.

11. The LESSEE acknowledges that the portion of the building adjoining the premises to the South is presently utilized by LESSOR for a Subway restaurant and that no activities will be conducted and no usage of the leased premises will be made which places the LESSOR' Subway franchise in jeopardy and that it will at all times comply with any requirements placed on the LESSOR by the franchisor.

12. The LESSEE acknowledges that it has inspected the premises and accepts the same in their present "as is" condition and that any required changes in the premises will be done at its expense but only with the prior written approval of the LESSOR. No alterations, improvements, or additions to the premises shall be made without the prior written approval of the LESSOR.

13. LESSEE and LESSOR each agree that they will not permit or cause the accumulation of waste or refuse matter on the premises or about the building.

14. LESSEE agrees that it will not conduct or allow any use of the premises which will interfere with the LESSOR's use of the portion of the premises which LESSOR occupies.

15. LESSEE will not do or allow anything to be done on the premises which will increase the rate of fire or other insurance on the building.

16. LESSEE shall not assign, mortgage, pledge, or encumber this lease in whole or in part or sublet the premises or any part thereof, except for the use of the premises by the Jasper County Chamber of Commerce and Improvement Association.

17. LESSEE shall, at its own cost and expense, secure and deliver to LESSOR and maintain during the entire term of this lease a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to LESSOR and insuring LESSOR against loss or liability caused by or connected with LESSEE's occupation and use of the premises under this lease, including the occupation and use of the premises by LESSEE's agents, servants, employees, contactors or invitees in amounts not less than:

(a) \$1,000,000.00 for injury to or death of one person and, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and

(b) \$1,000,000.00 for damage to or destruction of any property of others.

18. It is agreed that LESSOR shall not be liable for any damages to property of LESSEE, or that of LESSEE's agents, servants, employees, contractors or invitees from plumbing, gas, water, steam or other pipes or sewerage or the bursting, leaking, or running of any plumbing fixture, wash stand, water closet, or waste pipe; nor for damages occasioned by water, snow, or ice being upon or coming through the roof, skylight, trap door or other wise; nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, nor from damages caused by flood, fire, hail, storm, theft or vandalism. LESSEE agrees to carry insurance upon its own personal property located upon the premises and for business interruptions.

19. The LESSOR and its agents, servants and employees shall have the right to enter upon the premises leased to the LESSEE for the purpose of making improvements and repairs to the building and its facilities but shall do so as to minimize the interference with the LESSEE's usage of the premises.

20. LESSOR agrees to maintain the premises in good repair and to do so at its expense. Except that in the event LESSOR shall have been advised by the LESSEE of the necessity of making repairs for which LESSOR is responsible under the terms of this lease and LESSOR shall have failed for a reasonable time after such notice to make such necessary repairs, LESSOR shall not be liable to LESSEE for any damage or injury caused by the failure of LESSOR to make necessary repairs which are the obligation of LESSOR hereunder.

21. Upon termination of this lease, the LESSEE agrees to surrender peaceable possession of the premises in as good a condition as they were at the time of commencement of this lease, ordinary wear and tear excepted. LESSEE shall be responsible for immediate reimbursement to LESSOR for all damages caused by and for all repairs made necessary by its acts or negligence or the acts or negligence of any of its agents, servants, employees, contractors or invitees.

22. LESSOR and LESSEE shall indemnify and save each other harmless from and against any and all liabilities, claims, and costs, including reasonable attorney's fees for death, injury, or damages to persons or property during the term of this lease arising from:

- (a) Any default by each in the performance of its obligations under this lease;
- (b) The manner of each party's use and occupancy of the premises; or
- (c) Any acts, omissions, or negligence of each party or its agents, servants, employees, contractors, or invitees.

If any action or proceeding is brought against the other based upon such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonable satisfactory to the other party. This clause shall survive the closing and termination of this lease.

23. LESSEE agrees that it will not permit any hazardous chemicals or substances to be brought onto or used on or about the premises and that all substances, chemicals or materials which qualify as hazardous materials shall be properly disposed of in accordance with State and Federal regulations and shall maintain proper records of such usage and disposal of such materials and indemnify and hold harmless the LESSOR from all claims resulting therefrom. This clause shall survive the termination of this lease.

24. Should the premises be destroyed or damaged in whole or in part, by fire or other casualty, LESSOR shall promptly and diligently repair the premises unless the lease is terminated as provided herein. Rent shall abate until such repairs and restoration are made, or until the lease is terminated, as provided herein. If such fire or other casualty is caused by the fault or negligence of LESSEE, their agents, servants, employees, contractors or invitees, LESSEE shall not be entitled to abatement of rent.

Within thirty (30) days of such damage, LESSOR shall notify LESSEE of its intention to restore the premises and provide LESSEE with LESSOR's anticipated time frame for doing so with a three month period. If the damage renders the premises untenable in whole or in part, and is so extensive the LESSOR cannot restore or repair the premises to pre-casualty condition within a period of three months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party and be discharged from all liability under this lease except for clauses which specifically survive the termination of this lease.

Nothing herein contained shall obligate the LESSOR to locate or supply substitute facilities for the LESSEE for the remaining term of this lease.

If the premises can be restored to pre-casualty condition or better within three months of such damage, the LESSOR shall promptly undertake the restoration of the premises.

25. Should the premise be taken by eminent domain, and render the premises unsuitable for the LESSEE, this lease shall terminate and the LESSEE and LESSOR shall be released of further obligation, except for those conditions which survive the termination of this lease, and all damages so paid shall be the property of the LESSOR. The LESSOR shall have no further duty to the LESSEE.

26. The parties agree that the premises have been evaluated by the LESSEE and the same are accepted in their present condition and are believed to comply with necessary regulations of the Americans With Disabilities Act. Any further changes in the building required to comply with that act or any regulations promulgated thereunder and costing no more than \$1,000.00 shall be at the expense of the LESSEE and such modifications which may be removed from the premises shall remain the property of the LESSEE and may be removed upon termination of the lease should the parties not be able to agree upon a purchase of the modifications by the LESSOR. Modifications costing in excess of \$1,000.00 shall be at the expense of the LESSOR. LESSEE shall first notify the LESSOR of the

necessity to comply and shall allow the LESSOR to employ proper contractors to make such modifications to the building in a manner satisfactory to the LESSOR and LESSEE. Should the LESSOR determine that such modifications cannot be made as to be economically feasible, in the sole discretion of the LESSOR, the LESSOR may terminate this agreement or the LESSOR may elect to make such modifications at its expense and increase the monthly rent by an amount which will amortize the cost of such modifications over such term as is allowable for federal income tax purposes. LESSEE shall promptly notify LESSOR of any notices of violations or complaints and shall be responsible for any penalties assessed as a result of such violations upon his failure to so notify the LESSOR of such complaints or violations.

27. The LESSOR may declare the LESSEE in default under this lease upon the happening of any one or more of the following events, and shall give LESSEE written notice of such declaration of default or defaults, and LESSOR may terminate this lease upon LESSEE's failure to remedy the default(s) before the expiration of the thirty (30) days' written notice to the LESSEE (five {5} days in the case of default in the payment of rent).

- (a) The doing or permitting to be done by the LESSEE of any act which creates a mechanics' lien or claim therefore against the land or building of which the premises are a part;
- (b) The failure of the LESSEE to pay any installment of rent when due;
- (c) The failure of the LESSEE to perform any other of its covenants and obligations hereunder.

Upon termination of the lease, as aforesaid, the LESSOR may re-enter upon the premises with or without process of law, using such force as may be necessary, and remove all persons and chattels therefrom, and LESSOR shall not be liable for damages or otherwise by reason of such re-entry or termination of the term of this lease. Notwithstanding such termination, the liability for the rent of the LESSEE provided shall not be extinguished for the balance of the term remaining, provided, however, that LESSOR shall take whatever reasonable steps are available to mitigate LESSEE's remaining rental obligations hereunder.

In the event either the LESSOR or the LESSEE breaches this agreement, the non-breaching party shall be entitled to claim as damages, in addition to any other damages claimed, and whether or not any legal action is instituted by the non-breaching party, its reasonable costs and expenses, including reasonable attorneys fees, incurred as a result of the claimed breach.

All rights and remedies hereunder shall be cumulative and none shall exclude any other right or remedy allowed by law.

28. All notices provided to be given shall be given under this agreement by certified mail or registered mail, addressed to the proper party, at the following addresses:

LESSOR: Elvan Wallace
A. Carolyn Wallace
104 South Fourth Street
Effingham, IL 62401

LESSEE: ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529
ATTN: Chief Executive Officer
233 East Chestnut Street
Olney, IL 62450

29. Time is and shall be of the essence of this lease and of each term and provision thereof.

30. Should any term of this lease be found to be unenforceable, the same shall be severed here from and all remaining terms and conditions shall remain in full force and effect as though the severed clause was not a part of this agreement.

31. This lease shall be binding upon the heirs, executors, administrators, and assigns of the parties and each party executing this agreement covenants that he or she has the authority to do so.

32. This lease is executed in duplicate each of which shall be considered an original the day and year above written.

ELVAN WALLACE

A. CAROL WALLACE

“LESSOR”

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____
Its Chairman

ATTEST:

Its Secretary

“LESSEE”

STATE OF ILLINOIS)
) SS.
COUNTY OF EFFINGHAM)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Elvan Wallace and A. Carolyn Wallace.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid do hereby certify that the Chairman, Board of Trustees, of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and Harry Hillis, Jr., personally known to me to be the Secretary of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officials, they signed and delivered the said instrument as Chairman and Secretary, of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and caused the seal of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 to be there affixed, pursuant to authority given by the Board of Trustees of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, as their free and voluntary act and deed of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, for the uses and purposes therein set forth.

Given under my hand and nortarial seal this ____day of _____, A.D. 2007.

Notary Public

LEASE AGREEMENT
Phlebotomy and Massage Therapy

THIS LEASE made the 17th day of June 2008, by and between Tommie D. Fehrenbacher of 1317 E. Scott Street, Olney, Illinois, hereinafter called "Fehrenbacher", and Illinois Eastern Community Colleges, hereinafter called "College".

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

Fehrenbacher hereby leases to College premises rooms located at 108 E. Main St., in the City of Olney, Illinois having the following legal description, to wit:

W. Pt. 31.5 ft. of Lot 44 T.W. Lilley's Addition City of Olney, Illinois to be used by College as an instructional area primarily for the teaching of cosmetology and other activities

that are required for the successful operation of instructional programs for a term commencing at

8:00 a.m. September 1, 2005 and terminating 5:00 p.m. June 30, 2010. The rental of \$1,500.00 per month will be payable on the first day of each month from September 1, 2008 to June 30, 2010.

College shall have the option to extend the lease for three additional years. The rental from this extension will be agreed upon at the time of the extension.

College hereby takes the lease to the said premises and agrees to pay the rent Provided.

College covenants with Fehrenbacher that at the expiration of the term of this lease, or renewal hereof, Tenant will yield up the premises to Fehrenbacher without further notice in as good condition as when same were entered upon by College, reasonable wear and tear and damage by fire and inevitable accident excepted.

College will arrange for and pay for all deposits for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.

During the term hereof, or renewal hereof, if any, Fehrenbacher will at his expense maintain the exterior or outside and structural portion of the building and the major plumbing. Fehrenbacher will have all flues kept clean and have any broken exterior glass promptly replaced. Fehrenbacher agrees that if he fails to make any repairs required by this lease within five days after the receipt of written notice from College, the same may be undertaken by College and Fehrenbacher agrees to reimburse College promptly for the cost of such work. During the term of this lease and any renewal hereof, College will, at its expense maintain in good repair all other parts of the premise leased and shall keep all toilets and sink traps unstopped. College will pay for all cleaning and redecoration and will pay for all repairs necessary or desirable as a result of the activities and behavior of the occupants and the Colleges invitees.

The College shall be solely responsible for selecting and installing all fixtures and shall maintain possession of all fixtures any fixtures and other items installed by College upon the premises (whether or not said additional items are legally classified as fixtures) shall continue to be treated as in the possession of College including the right to remove all of said fixtures and said items so installed by College, upon termination or cancellation of this lease. This shall include, but not be limited to the following fixtures or items installed by the College:

- A. All plumbing materials and fixtures above the floor;
- B. All partitions;
- C. All conduits above the ceiling;
- D. All electrical fixtures purchased by College;
- E. The fire alarm system;
- F. All other appurtenances installed or attached to the premises by College in Order to utilize the premises for its intended use.

College represents to Fehrenbacher that College has examined the physical condition of the demised premises prior to the execution and delivery of this lease and has found it to be satisfactory for all purposes hereof, including intended use, and College accepts the condition of the demised premises in its present condition "As Is". Fehrenbacher makes no representation or warranty with respect to the condition of the demised premises or its fitness or availability for any particular use, and Fehrenbacher shall not be liable for any latent or patent defect or deficiency therein.

Fehrenbacher will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.

College agrees that it will not assign this lease or renewal hereof nor will it let or sublet the premises during the term of the lease or renewal hereof, without the prior written consent of Fehrenbacher, which will not be unreasonably withheld. College will not make any alterations or additions to the premises without prior written consent of Fehrenbacher; College shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of College or any third parties as against the right, title or interest of Fehrenbacher in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the lease hold interest of College hereunder and shall be subject and subordinate to all the rights, title and interest of the Fehrenbacher in and to said premises and building.

Fehrenbacher shall have free access to the premises hereby leased for the purpose of examining or exhibiting same or of making any needful repair; also Fehrenbacher shall have the right to place upon the leased premises notices of "For Sale" or "To Rent".

However, Fehrenbacher agrees that he will not exercise his access to said premises and Fehrenbacher will do nothing to violate the confidentiality of the clients of the College.

College shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein; College shall, in the use and occupancy of the described premises, conform to all laws, orders and regulations of the Federal, State and Local Governments, or nay of their respective departments.

The provisions of this lease shall bind and inure to the benefit of the Fehrenbacher and College and their respective heirs, successors, legal representatives and assigns.

If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by College, or if College shall be placed in bankruptcy (voluntary or involuntary) or make assignment for the benefit of creditors, it shall be lawful for Fehrenbacher to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereof, at the election of Fehrenbacher; and in order to enforce a forfeiture of nonpayment of rent, it shall not be necessary to make demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day the same day or at any time on any subsequent day, shall be sufficient; and after such default Fehrenbacher shall be able to pursue a remedy of forcible entry and detainer entry of the

premises under statute and shall further have all rights and remedies and provided by law and under this contract. In the even Fehrenbacher is required to employ an attorney to enforce his rights under this contract, he shall be entitled to receive from College his attorney fees and cost of suit.

Notwithstanding the foregoing, Fehrenbacher agrees to give the College 10 days written notice of default in rent and 30 days written notice of default of any other term or condition of this Lease. Except for rent, bankruptcy, or assignment for benefit of creditors, College shall with reasonable dispatch make efforts to correct said default within the notice period and shall be given additional time if reasonable efforts are being made to cure such default.

If damage by fire or other casualty to the building on demised premises is so extensive as to amount to 50% or more total destruction of said building then College, at its option, may terminate this Lease and rent shall be apportioned and paid to the day of such fire and casualty. In all other cases where the building is damaged by fire or other casualty, Fehrenbacher shall repair the damage with reasonable dispatch and rent shall be apportioned until the damage has been repaired. Delays caused by inability to procure materials and/or labor, riots, national emergency, acts of God, or of a public enemy, governmental laws and/or regulations, or other cause beyond Fehrenbacher's control shall be considered in determining what constitutes "reasonable dispatch".

College shall surrender the demised premises to Fehrenbacher within 5 days after party has given written notice of any termination hereunder to the other, and College shall remove all personnel and personal property from the premises within that time.

College agrees that during the term of this lease at their expense, they will carry liability insurance with a company acceptable to Fehrenbacher providing for a minimum of \$1,000,000.00 per person \$1,000,000.00 per accident \$500, 000, 00.00 for property for occurrence on the demised premises.

Fehrenbacher shall not be liable to the college or any other person for any injury, loss or damage to personal property to any kind that may be on the demised premises or in the building and improvements herein leased to College. Personal property herein referred to shall include, College's fixtures, furniture and equipment, even though the same may be attached or affixed to the building herein leased to College.

College shall not allow any intoxicating beverages or liquors to be served or used on said premises.

In case of default in payment of rent under this lease, Fehrenbacher may distrain to much or all of the personal property that the College may then own situate on the above described real estate as is necessary to satisfy Fehrenbacher for all amounts due under this lease including future rentals. College shall not encumber, sell or otherwise dispose of any personal property that may be situated on the above-described premises unless at the time of such encumbrances, sale or disposal.

College is not in default in payment of rent hereunder.

Fehrenbacher covenants that College, on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.

Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at anytime

by delivery to the other party in writing a change of address delivered to the last stated address of the party.

A) If the totality of the premises leased under this Lease is taken by public authority pursuant to the power of eminent domain, this Lease shall terminate as of the date possession is taken by the public authority.

B) If less than the totality is taken pursuant to the power of eminent domain and in the opinion of Fehrenbacher is not economically feasible to continue this Lease, Fehrenbacher may terminate this Lease as of the date possession is taken by the public authority. If Fehrenbacher does not elect to terminate this Lease, the Fehrenbacher shall make any changes, alterations, or reconstruction necessary to put the demised premises in a commercially proper condition to use for the purposes herein intended.

A) College shall conduct and cause to be conducted, all operations and activity (except for conduct, operations and activity of Fehrenbacher or his agents) at the premises in compliance with, and shall in all other respects applicable to the premises comply with all applicable federal, state and municipal statutes, ordinances, regulations, orders, directives and other requirements of law or common law concerning: (i) The generation, use, handling, treatment, storage, transportation, release, disposal, remediation or presence of any material including solid waste or hazardous substance in on, under, from and connected with operation and activities at the premises; (ii) the emission of air pollutant; (iii) The presence or discharge of any pollutant in, on or under the premises or into surface or ground water; and (iv). Storage tanks and related facilities and connections; (herein collectively called "environmental statutes"). Colleges shall obtain and maintain all permits, licenses or approval and shall prepare and make, maintain, and/submit all notifications, registrations, records, reports and other documents as required by environmental statutes in a timely manner. College shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications and registrations.

B) College shall provide to Fehrenbacher copies of any written notice of violation, summons, order, administrative, civil or criminal complaint which will materially adversely affect College's use of the premises.

C) College shall not cause or allow the use, generation, handling or storage of hazardous substances or solid waste in, on or under the premises, except; (i) construction materials including asbestos containing materials, polychloride biphenyl and area-formaldehyde, or any other banned or prohibited substance in construction), office equipment, furnishings and supplies, and office maintenance materials that are or contain hazardous substance may be used, generated, handled or stored on the premises, provided such is incident to and reasonably necessary for the construction, operation or maintenance of the premises for the authorized use set forth herein and is in compliance with applicable laws, (ii) if hazardous substances are required pursuant to the conduct of College's business, that it may be used, handled or stored on the premises if such activity is incident to the authorized use of the premises and provided that such are packaged, labeled, stored or used in accordance with applicable laws and (iii) solid waste may be generated and stored temporarily by College on the premises provided such activities are performed in compliance with applicable law. College shall not cause or allow the release of hazardous substances or solid waste in, on or under the said premises except as provided in the previous sentence. Should any release of hazardous substances or solid waste occur at the

premises the College shall immediately take all measures necessary to contain, remove and dispose of the premises all materials released or contaminated by the release and remedy and mitigate all threats to public health or the environment relating to such release all in accordance with applicable. When conducting any such measures, the College shall comply with the environmental requirements.

The parties acknowledge and agree that this lease is the entire agreement between parties h Hereto and there are no collateral or oral agreements or understandings. Fehrenbacher and College agree that no modification of this agreement shall be binding upon them and each of them unless such modification shall be in writing and duly accepted in writing by both parties and approved in writing by the parties.

Where necessary or appropriate the masculine, feminine or neuter shall be interchangeable,

and the singular shall include the plural or vice-versa.

In witness whereof, the parties hereto have executed their hands and signatures at the year first above written.

Tommie D. Fehrenbacher, Lessee

Board Chairman
Illinois Eastern Community Colleges

LEASE AGREEMENT

THIS AGREEMENT is made April 1, 2004, between JANET E. DAVID, TRUSTEE, AND HER SUCCESSORS IN TRUST, AND AS TRUSTEE OF THE JANET E. DAVID DECLARATION OF TRUST DATED JUNE 25, 1997, hereinafter referred to as "Lessor," and ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, hereinafter referred to as "Lessee," for the rental of the property hereinafter described, in consideration of the mutual promises, terms and conditions contained herein.

Lease of Property

1. Lessor does hereby lease to Lessee, on the terms and conditions specified herein, that property located at 702 West High Street, Olney, Richland County, Illinois, hereinafter referred to as the "premises," and legally described as follows:

The East Ninety Feet (90') of Lots Twenty-Five (25) and Twenty-Eight (28) in John Wolf's Addition to the City of Olney, County of Richland, State of Illinois.

(Commonly known as 702 West High Street, Olney, Illinois) `

2. The term of this lease shall commence on April 1, 2004, and shall end on midnight March 31, 2008, unless terminated at another time as herein provided. Thereafter, this lease shall automatically renew on a year to year basis from April 1 to March 31 unless terminated at another time as herein provided. Both Lessor and Lessee shall have the right to terminate this lease at any time during the term upon 90 day notice to the other party. Also upon 90 day notice prior to the end of the lease term, either party shall have the right to seek to renegotiate the rental payments for the next annual Lease term.

Rent

3. Lessee agrees to pay to Lessor, as rent for the above described premises, the sum of \$1,000.00 per month, payable in advance on the 1st day of each month beginning on April 1, 2004, subject to the provisions of Paragraph 4 below.

Lessee has deposited with Lessor the additional sum of \$1,000.00, receipt of which is hereby acknowledged by Lessor, as security for the full and faithful performance by Lessee of the aforementioned terms, conditions, and covenants of this lease on Lessee's part to be performed and kept and for the cost of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear.

The security deposit or any balance thereof shall be returned without interest after the Lessee has vacated and left the premises in an acceptable condition (following a personal inspection by Lessor) and surrendered all keys. If Lessor determines that any loss, damage, or

injury chargeable to the Lessee hereunder exceeds the security deposit, the Lessor, at its option, may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage, or injury and the balance thereof will be the responsibility of Lessee. Lessor's

determination of the amount, if any, to be returned to the Lessee shall be final. It is further understood and agreed that the said security deposit is not to be considered as the last payment under the lease.

Items Included in Rent

4. Lessor shall furnish, as part consideration for rent specified herein, the general maintenance on the building, mowing, snow removal, and sewer problems. In addition, Lessor will pay the annual real estate taxes. All other services and utilities, including but not limited to gas, electric, water, and waste removal are to be separately metered or billed and shall not be included in such rent and shall be the sole responsibility of Lessee.

Repair and Maintenance

5.(a) Lessee acknowledges and agrees that it has examined the premises and any equipment and personal property subject to this Agreement; that it accepts said premises, equipment, and personal property as being in good, safe, and clean condition and repair and accepts same in their "as is" condition; and that it will keep the premises in good order and condition and surrender the premises on termination of occupancy in the same condition as they are on the date of this Agreement, excepting only reasonable wear and tear and damage by the elements.

(b) Lessee shall promptly reimburse Lessor for the cost of any repairs to the premises caused by Lessee's negligence, misuse, or abuse of the same, or by the negligence, misuse, or abuse of Lessee's guests, licensees, or invitees.

Occupancy and Use of Premises

6. Lessee shall use the premises for a Small Business Development Center and Business Industry Training Services business, or other such legal enterprise as it may be engaged in from time to time. Lessee shall comply with all statutes, ordinances, and regulations governing the use and occupancy of the premises, and shall not commit or permit any nuisance or waste to be committed therein.

Quiet Enjoyment

7. Lessee shall be entitled to the quiet enjoyment of the premises during the term of this Agreement. Lessee shall be responsible at all times for the conduct of its employees, guests, licensees, and invitees while they are on the premises.

Mechanic's Liens

8. Lessee agrees to keep the leased premises free of mechanic's liens arising out of Lessee's actions during the term of this Lease. In the event Lessee causes or allows any mechanic's lien to be filed against the premises, Lessor may, at their option, elect to pay such amount as may be necessary to cause the same to be removed. In that event, the amount so paid

by the Lessor, plus a penalty in an amount equal to ten percent of the amount so paid by Lessor but in any event not to exceed \$100.00, shall be added to the next monthly installment of rent payable by Lessee under this Lease.

Waiver of Damage

9. Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee, or to any property of Lessee, caused by water leakage, breaking of pipes, theft, vandalism, natural disaster, or any other cause beyond the reasonable control of Lessor.

Hold Harmless Clause

10. Lessee shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damage or expenses, including attorney fees and costs, arising by reason of any death, injury or property damage sustained by any person, including Lessee or any agent or employee of Lessee, where such death, injury, or property damage is caused or allegedly caused by any negligent or intentional act of Lessee or any guest, licensee, or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition, or act required by this Agreement. Lessee will furnish to Lessor during the term of this Lease a policy of liability insurance to protect Lessor and Lessee from the risk of personal injury or death claims of third parties arising out of Lessee's use of the leased premises, with limits of at least \$300,000.00 per person and \$300,000.00 per occurrence and \$1,000,000.00 umbrella coverage. At the commencement of this Lease, and on each occasion after that when the premium payment comes due, Lessee shall immediately furnish to Lessor proof of payment of the premium, and in the event Lessee fails, on any occasion, to pay the premium in full when it is due, Lessor may, at their option, proceed to pay the premium. In that event, the amount of the premium so paid by the Lessor, plus a penalty equal to ten percent of the amount paid by Lessor, will be added to the next installment of rent due from Lessee under this Lease.

Right of Entry by Lessor

11. Lessor reserves the right to re-enter the premises and to authorize such reentry by any agent or employee of Lessor, for the purpose of repair, maintenance, or to exhibit the premises to actual or prospective purchasers or tenants. Such entry shall be made only at reasonable times and upon forty-eight (48) hours' notice to Lessee; provided that Lessor or any duly authorized agent of Lessor may enter without prior notice in an emergency or in the event of surrender and abandonment of the premises by Lessee.

Assignment and Sublease

12. Lessee shall not assign this Agreement or sublet all or any portion of the premises without the prior written consent of lessor, which consent shall not be unreasonably withheld. Any assignment or subletting of the premises without the prior written consent of lessor shall be void and shall, at the option of Lessor, terminate this Agreement. Lessor's consent to any assignment or subletting shall not be deemed a waiver of this provision or a consent by lessor to

any subsequent assignment or subletting. Lessor has the right to sell the premises or a portion thereof during the term of this Lease.

Fire and Casualty

13. The buildings and improvements on the leased premises shall be kept fully insured under a standard full coverage business owner's policy by the lessor. Lessee is responsible for insuring any contents of the leased premises.

Destruction or Severe Damage

14. In the event that the premises are destroyed by fire or other disaster, or are damaged so severely as to render them substantially uninhabitable and to require substantial time and expense to restore them to a tenantable condition, Lessor may, at their sole option, elect either to: (1) terminate this Agreement and all obligations of the parties hereunder; or (2) make such repairs as are necessary to restore the premises to a tenantable condition. If Lessor elects to repair and restore the premises, and such repairs cannot be completed within thirty (30) days, then Lessee may, at their option, either: (1) terminate this Agreement; or (2) continue as Lessee hereunder, but without obligation to pay rent for the period in which it takes to complete repairs to the premises.

Eminent Domain

15. Should any or all of the premises be taken by any agency or entity under the power of eminent domain, this Agreement shall terminate as of 12:01 A.M. on the earlier of (1) the date title to the portion taken by eminent domain vests; or (2) the date actual physical possession of such portion is taken by the agency or entity exercising the eminent domain power. Lessor shall notify Lessee immediately and in writing of the existence of any eminent domain proceedings or negotiations which may affect Lessee's continued possession. Lessee shall have the option of terminating this Agreement after the filing of eminent domain proceedings by an agency or entity exercising authority under eminent domain. If Lessor negotiates a settlement with an agency or entity exercising power of eminent domain authority, Lessor shall provide Lessee with sixty (60) day written notice of the dates described in the first sentence of this paragraph; and during said

sixty (60) days, Lessee shall have option to terminate this Agreement upon giving Lessor Fifteen (15) days written notice to terminate. Any and all compensation or damages awarded for such taking, except amounts awarded to Lessee for moving or for damages to lessee's personal property, shall belong to Lessor. Lessee shall have no claim against Lessor or the agency or entity exercising the eminent domain power for the value of any unexpired portion of the term of this Agreement.

Acts Constituting Breach by Lessee

16. Any of the following acts or omissions shall constitute a material breach of this Agreement by Lessee:

- (a) Lessee's failure to pay any rent or other sum payable under this Agreement on the date it becomes due.
- (b) Lessee's nonperformance or breach of any term, covenant, condition, or provision of this Agreement.
- (c) Lessee's abandonment of said premises for a period of more than fourteen (14) days without the express prior written consent of Lessor.
- (d) The filing by Lessee of a voluntary petition in bankruptcy or an adjudication that Lessee is a bankrupt, or appointment of a receiver to take possession of all or substantially all of Lessee's property.
- (e) The supplying of incorrect or materially misleading information by Lessee in connection with the application for rental of the premises.
- (f) A sublease or assignment by Lessee in violation of Paragraph 13 of this Agreement.

Lessor's Remedies for Breach of Lease

17. In the event that Lessee commits a material breach of this Agreement, as defined in Paragraph 16 hereof, Lessor may, in addition to any other legal or equitable remedies that may be available to Lessor:

- (a) Continue this Agreement by not terminating Lessee's right to possession of the premises, and continue to enforce all of Lessor's rights and remedies under the terms hereof, including the right to recover the rent specified herein as it becomes due; or Terminate this Agreement and Lessee's right to possession of the premises in the manner provided below, and commence an action against Lessee to recover possession of the premises and for such damages as may be available at law.

Default and Re-Entry

18. If Lessee shall fail to pay in full any installment of rent within ten (10) days after the date on which it is due, or if Lessee shall desert or vacate the premises, or if Lessee should default on any other promise or agreement in this Lease, then Lessor may elect to terminate this Lease by giving Lessee ten (10) days notice in writing of their intention to do so and the Lease shall then be terminated unless, during those ten days, the Lessee has resolved or corrected, to the reasonable satisfaction of the Lessor, the default of which they have been given notice. At the termination of this Lease, regardless of how the termination comes about, Lessee will peacefully yield up possession of the premises to the Lessor. Lessee expressly waives all demands for possession or notices which may be required by the Forcible Entry and Detainer Act of the State of Illinois, the Illinois Code of Civil Procedure, or any other statute requiring demands for possession or notices prior to commencing suit to recover possession of real estate.

Lessor's exercise of their right to re-enter shall be without prejudice to their right to elect any other remedies which they may have by reason of this Lease.

Attorneys' Fees

19. The parties agree that, in the event of litigation by either Lessor or Lessee to enforce the provisions of this Agreement, if a court enters a judgment order in favor of one party and against the other party, then the party against whom the judgment was entered shall be responsible for the attorney fees and cost of suit incurred by the party in whose favor the judgment was entered.

No Holdover on Termination

20. Lessee shall have no right to continue in possession of the premises upon expiration of the term of this Agreement, and shall promptly vacate the premises upon expiration of such term; provided, however that the parties hereto may prior to or upon expiration of Agreement, enter into a written agreement for Lessee's continued possession and occupancy of the premises on such terms and conditions as are mutually acceptable, all as specified in paragraph 2 of this Agreement. If Lessee willfully holds over following expiration of the term of this Agreement and written notice by Lessor to surrender possession of the premises. Lessee shall be liable for twice the rent specified in this Agreement for any period during which he remains in possession of the premises.

Subordination of Lease

21. This Agreement and the Lessee's interest in the premises are and shall be subject, subordinate, and inferior to any lien or encumbrances now existing or hereafter placed on the demised premises by Lessor, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

Waiver of Breach

22. The waiver by Lessor of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

Time of Essence

23. Time is expressly declared to be of the essence of this Agreement.

Multiple Occupancy

24. Should more than one person execute this Agreement as Lessee, all such persons shall be jointly and severally liable for all the terms, conditions, covenants, and provisions contained herein; provided, however, that any act or signature of one or more of the persons executing this Agreement as Lessee, and any notice or refund given to or served on one of the persons executing this Agreement as Lessee shall be fully binding on all such persons.

Effect on Heirs and Assigns

25. Subject to the limitations contained herein with respect to assignments of Lessee's interest under this Agreement, all provisions hereof shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, representatives, successors, and assigns.

Sole Agreement of Parties

26. This Agreement constitutes the sole and complete agreement of the parties concerning the demised premises, and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representations between the parties hereto respecting the subject matter of this Agreement, whether oral or in writing, which is not expressly set forth in this instrument, is null, void, and of no legal effect.

Modification

27. This Agreement may be modified only by a written agreement signed by both Lessor and Lessee, and any attempted oral modification of this Agreement, whether real or purported, shall be of no force or effect.

Severability

28. In the event that any part of this Agreement is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

Notices

29. All notices or communications required or permitted by this Agreement shall be deemed duly served and given when personally delivered to the party to whom directed or in lieu of such personal service, when mailed, by certified mail, postage prepaid, return receipt requested, and:

(a) If directed to Lessee, addressed to Lessee at: Chief Executive Office; IECC; 233 E. Chestnut Street; Olney, Illinois 62450.

(b) If directed to Lessor, which addressed to Lessor at 1101 South Maple, Olney, Illinois, 62450, or at such other address as may be specified by Lessor from time to time.

Executed at Olney, Illinois, on the day and year first above written.

LESSOR:

By: _____
Janet E. David

LESSEE:

Illinois Eastern Community College

By: _____

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made August 10, 2004, by and between Illinois Eastern Community College District No. 529, hereinafter referred to as the COLLEGE and the City of Robinson, Illinois, an Illinois Municipal Corporation of Robinson, Illinois, hereinafter referred to as the CITY.

WITNESSETH:

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

WHEREAS, the parties hereto are desirous of developing said premises for the mutual benefit of the student of the COLLEGE and the residents of the CITY'S community as a recreational facility; and

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

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

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

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

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

1. Ownership and Equipping

The COLLEGE shall, at its sole expense, purchase and provide all necessary equipment operate a health and fitness facility. The CITY and the COLLEGE have agreed upon a basic equipment list to be provided by the COLLEGE and it is attached hereto and incorporated herein by reference as Exhibit "A". The COLLEGE shall purchase and install such equipment in the facility. Once the facility has been fully equipped at the cost of the COLLEGE, the CITY shall assume sole cost of the maintenance, repair and replacement of such equipment and reserve the right to make all decisions as to the maintenance, repair or replacement of such equipment. Any COLLEGE provided cardio-equipment replaced within two years shall be returned to

LTC/IECC. The COLLEGE, may at its expense, add equipment as it may see fit to enhance its programs at any time with the same stipulations as apply to equipment already installed.

2. Operation Expenses

The CITY shall own and operate the health and fitness facility and shall be responsible for all expenses incurred in the operation of the facility after installation of the equipment is complete. However, the COLLEGE agrees to pay the sum of \$275 (two hundred and seventy-five dollars) per month toward partial payment of utilities.

3. Operation and Management of Facility

The CITY shall provide management and clerical services as it shall deem necessary for the operation of the facility. Budgeting and policy decisions concerning the operation of the health and fitness facility shall be in the sole discretion of the CITY.

The CITY shall have the right to establish user fees and rates, collect such user fees and rates, and those shall become general funds of the CITY.

4. Scheduling and Shared Use of the Facility

Priority shall be given to the use of the health and fitness facility by the COLLEGE and COLLEGE classes. Such use shall be scheduled between the designated representative of the CITY and the designated representative of the COLLEGE. The CITY and COLLEGE shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. The COLLEGE shall have a duly certified representative in attendance for purposes of supervision and instruction when the health and fitness facility is used by students enrolled in the COLLEGE classes. When the health and fitness facility is used by the students of the COLLEGE, it shall be the responsibility of the COLLEGE at the end of each daily use, to properly secure the building in accordance with written instructions to be provided to it by the CITY. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of the CITY with regard to such issue shall be final.

5. Revenues from Operation of Facility

The CITY shall determine all fee structures for use of the health and fitness facility. The CITY will provide to the COLLEGE forty (40) percent of all collected user fees associated with use of fitness center equipment provided by the COLLEGE. All concessions shall be under the control of the CITY and it shall receive any revenues from those concessions, including vending machines. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of the CITY with regard to such issue shall be final.

6. Liability Insurance and Indemnification

Each of the parties hereto shall maintain general liability insurance having liability limits in an amount not less than One Million Dollars (\$1,000,000.00) in force at such party's expense at all times during the term of this agreement and shall name the other party as an additional insured with respect to such policies of insurance. Proof of such insurance shall be given by each party by way of a certificate of insurance to be provided to the other party no less frequently than annually and when otherwise requested by the other party.

The CITY agrees to defend, indemnify and hold harmless the COLLEGE, its officers, agents, contractors and employees harmless of and from all liabilities and claims of liabilities arising out of the CITY'S use by the general public of the facility.

The COLLEGE agrees to defend, indemnify, and hold the CITY, its officers, agents, contractors, and employees harmless of and from all liabilities and claims of liabilities arising out of the use of the facility by the students of Lincoln Trail College when scheduled for use by them.

7. Return of Equipment

In the event the COLLEGE is not able to generate a level of 20 full-time equivalent student yearly enrollment from classes in the health and fitness facility at the conclusion of a 24 month period, then this Agreement shall terminate and the COLLEGE shall regain ownership of the health and fitness equipment described herein, and the COLLEGE shall have no further financial obligation to the CITY.

8. Terms of Agreement

This Agreement shall be effective upon execution hereof by both of the parties hereto and shall continue through and including July 1, 2008. Unless either party notifies the other by January 1 of the year of termination of the initial term, or any renewal term, of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the CITY and all health and fitness equipment shall be returned to the COLLEGE.

9. Binding Effect

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

Amendment

This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended duly upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

10. Arbitration

It is hereby agreed that in case of any disagreement or difference shall arise at any time hereafter between the parties hereto, or any person claiming under them, in relation to this Agreement, either as to the construction or operation thereof or the respective rights and liabilities there under, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by each party to this Agreement, and the third to be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator and served written notice thereof upon the other party requiring it to appoint an arbitrator, then the arbitrator so first appointed shall have the power to proceed to arbitrate and determine the matters of this Agreement or difference as if he were an arbitrator appointed by both the parties hereto for that purpose, and his decision in writing shall be final, provided such decision shall be made within 20 days after the reference of said arbitrators. All decisions of the arbitrators shall be binding upon the parties hereto as if entered by a court of competent jurisdiction.

11. Notices

All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service as follows:

If to the City:
Mayor
300 S. Lincoln
Robinson, IL 62454

If to the College:
Chief Executive Officer
233 East Chestnut
Olney, IL 62450

In the event of the change of either of the above addresses, to the party whose address changes shall notify the other party in writing of such change and the new address.

12. Severability

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to

this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

13. Waiver of Performance

The waiver by either party of any, term, covenant or condition herein, or the failure of such party to insist upon strict and prompt performances therewith, shall not be deemed or construed to constitute a waiver of such terms, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

14. Governing Law and Exclusive Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

16. Authority of Officers

Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

CITY OF ROBINSON, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

BY: _____
Mayor

ATTEST: _____
City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____
Board Chairman

ATTEST: _____
Board Secretary

Exhibit "A"

Current Equipment

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

Equipment to be Purchased

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

LEASE

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Foundation Hall, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College from July 1, 2008 through June 30, 2010.

WHEREAS, the Foundation agrees to allow the College access and usage of the facility for students, staff, and Board of Trustee activities,

WHEREAS, the College agrees to provide maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, gas and electric service to Foundation Hall from the budget at Frontier Community College,

WHEREAS, the College plans to make certain leasehold improvements to the facility, the Foundation agrees that such improvements will remain the property of the College for a period of five (5) years from June 2007, after which time the ownership of the leasehold improvements would revert to the Foundation.

WHEREAS, the Foundation agrees that any fixtures purchased and installed by the College will remain the property of the College. At the termination of this agreement, the College shall be allowed to remove such fixtures if such removal does not cause substantial damage to the facility.

THEREFORE, be it resolved by the College and the Foundation that the parties agree to the conditions set forth above.

Board Chairman
Illinois Eastern Community College
District #529

President
Frontier Community College Foundation

Adopted this 17th day of June 2008

Adopted this ____ day of _____, 2008

LEASE

Whereas the Frontier Community College Foundation, hereinafter Foundation, constructed a facility in 1993, for the use of the University of Illinois Board of Trustees and its Cooperative Extension Service, hereinafter the Extension Service.

Whereas the Foundation has executed a lease dated July 1, 1993, with the Extension Service.

Whereas the Foundation has agreed to provide maintenance of the building's interior and exterior, janitorial services, and utilities of gas and electric, insurance, and telephone service. The Extension Service is responsible for any telephone long distance charges.

Whereas the Foundation allows Frontier Community College access and usage of the facility for students, staff, and Board of Trustees activities.

Therefore be it resolved that the Board of Trustees for Illinois Eastern Community Colleges, in exchange for such access and usage, agree to provide maintenance to the building's interior and exterior, and shall provide janitorial services, telephone, insurance, gas and electric service to the Extension Service within the budget at Frontier Community College.

Adopted this 20th day of March 2001 and extended to June 30, 2010.

Board Chairman
Illinois Eastern Community College District #529

ATTEST: _____
Board Secretary

Lease of Shared Space

The Flora Chamber of Commerce (Chamber) and Illinois Eastern Community College District #529/Frontier Community College (IECC/FCC), in order to provide post-secondary education opportunities and services to the residents of Flora and Clay County, hereby, agree to share physical space at 122 North Main Street as follows:

1. IECC and Frontier Community College will compensate the Chamber \$100 per month which includes utility costs and shared use of the current Chamber facility (approximately 1,500 square feet plus storage areas) beginning July 1, 2008 and ending June 30, 2009.
2. The Chamber will secure permission from the City of Flora allowing IECC/FCC to arrange a portion of the facility in order to provide suitable classroom space including, but not limited to, placing appropriate classroom tables, chairs and installing computer stations. A wireless connection will be shared by IECC/FCC and the Chamber.
3. IECC/FCC may have appropriate signage space on the classroom entrance side of the building.
4. IECC/FCC will support the cost of an additional telephone line for the Dislocated Worker Program and IECC/FCC will log long distance telephone calls and reimburse the Chamber for such.
5. IECC/FCC may employ additional staff to provide services as appropriate. Appropriate office equipment will be provided by IECC/FCC for college employees. IECC/FCC office hours will be from 8:00 a.m. to 10 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. Friday, with occasional use on the weekends.
6. IECC/FCC staff and faculty will have key access to the facility. The number of keys will be controlled and assigned by IECC/FCC to staff on a semester by semester basis.
7. IECC/FCC and the Chamber will share storage space.
8. IECC/FCC will provide a copy machine to support the educational programs offered at the Chamber facility.
9. Both parties, the Chamber and IECC/FCC agree to give appropriate notice to the other party if they desire to dissolve or substantially alter this Memorandum of Understanding. A minimum of 30 days notice prior to the end of an academic semester is required by either party to dissolve or substantially alter this agreement.
10. Any items not specified in this Memorandum of Understanding needing to be addressed will be addressed by the Chamber President, the Flora City Administrator and the Dean of the College at FCC.

11. The Chamber and IECC/FCC enter into this relationship in the spirit and dedication toward the joint effort of meeting the needs of the community. The memorandum shall take effect on December 1, 2007 and remain in effect as per stated in this memorandum as a whole. Any future addendums to this agreement shall be approved by both parties.

Flora Chamber of Commerce President

Date: _____

Flora City Administrator

Date: _____

Chairman, Board of Trustees
Illinois Eastern Community College District #529

Date: _____

Secretary Board of Trustees
Illinois Eastern Community College District #529

Date: _____

LEASE

This agreement is made this 17th day of June 2008, between the Wabash Valley College Foundation (“Lessor”) and Illinois Eastern Community College District #529 (“Lessee”).

Lessor leases to Lessee approximately 1,600 square feet of interior space on the ground floor of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange for which the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of two years, commencing on July 1, 2008 through June 30, 2010.

Lessee shall occupy and use the premises as an administrative site for offices and programs for Wabash Valley College, and such other activities as the college may choose. Either party may terminate the lease by giving 30 days notice.

President
Wabash Valley College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

Agenda Item #9

Bid Committee Report

A. None

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
May 31, 2009**

FUND		BALANCE
Educational	\$	2,831,722.81
Operations & Maintenance	\$	449,844.46
Operations & Maintenance (Restricted)	\$	321,993.45
Bond & Interest	\$	48,341.06
Auxiliary	\$	348,638.70
Restricted Purposes	\$	(87,369.85)
Working Cash	\$	24,013.70
Trust & Agency	\$	204,365.14
Audit	\$	(243.15)
Liability, Protection & Settlement	\$	449,121.78
TOTAL ALL FUNDS	\$	4,590,428.10

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
May 31, 2009

ALL FUNDS

Fiscal
Year
2009

ASSETS:

CASH	4,590,428
IMPREST FUND	21,500
CHECK CLEARING	12,000
INVESTMENTS	8,290,000
RECEIVABLES	3,576,660
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	512,740
OTHER ASSETS	456,014
TOTAL ASSETS AND OTHER DEBITS:	17,459,342

LIABILITIES:

PAYROLL DEDUCTIONS PAYABLE	9,846
ACCOUNTS PAYABLE	42,107
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	3,168,402
OTHER LIABILITIES	875,525
TOTAL LIABILITIES:	4,095,880

EQUITY AND OTHER CREDITS:

INVESTMENT IN PLANT	2,567,241
PR YR BDGTD CHANGE TO FUND BALANCE	274,740

FUND BALANCES:

FUND BALANCE	8,818,470
RESERVE FOR ENCUMBRANCES	1,703,011
TOTAL EQUITY AND OTHER CREDITS	13,363,462

TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	17,459,342
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ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 As Of May 31, 2009

ALL FUNDS

FY 2009
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,687,800
STATE GOVT SOURCES	8,033,214
STUDENT TUITION & FEES	12,531,900
SALES & SERVICE FEES	2,888,875
FACILITIES REVENUE	5,990
INVESTMENT REVENUE	358,113
OTHER REVENUES	102,667
TOTAL REVENUES:	28,608,559

EXPENDITURES:

INSTRUCTION	11,167,205
ACADEMIC SUPPORT	499,345
STUDENT SERVICES	1,199,251
PUBLIC SERV/CONT ED	62,218
OPER & MAINT PLANT	3,159,220
INSTITUTIONAL SUPPORT	7,930,001
SCH/STUDENT GRNT/WAIVERS	6,714,240
AUXILIARY SERVICES	3,979,720
TOTAL EXPENDITURES:	34,711,200

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	-6,102,641
-------------------------------------	------------

**OPERATING FUNDS
COMPARISON REPORT FY07-09**

College	Category	FISCAL YEAR 2007			FISCAL YEAR 2008			FISCAL YEAR 2009			
		Annual Budget	Spent Thru May	% of Bdg	Annual Budget	Spent Thru May	% of Bdg	Annual Budget	Spent Thru May	% of Bdg	% of Year
Frontier	Bills		\$1,855,913			\$1,902,132			\$2,150,651		
	Payroll		1,882,153			1,852,741			1,846,415		
	Totals	\$3,997,563	3,738,066	94%	\$4,110,970	3,754,873	91%	\$4,345,598	3,997,066	92%	92%
Lincoln Trail	Bills		1,245,770			1,366,520			1,793,641		
	Payroll		2,221,055			2,273,221			2,366,265		
	Totals	3,706,404	3,466,825	94%	3,838,754	3,639,741	95%	4,575,110	4,159,906	91%	92%
Olney Central	Bills		1,790,910			1,855,154			2,366,957		
	Payroll		4,073,485			3,987,404			4,240,844		
	Totals	6,182,009	5,864,395	95%	6,274,932	5,842,558	93%	7,117,178	6,607,801	93%	92%
Wabash Valley	Bills		1,821,664			2,025,403			2,741,443		
	Payroll		2,779,150			2,834,545			3,162,264		
	Totals	4,848,688	4,600,814	95%	5,131,847	4,859,948	95%	6,340,835	5,903,707	93%	92%
Workforce Educ.	Bills		1,842,692			1,855,367			2,131,568		
	Payroll		1,371,098			1,266,239			1,301,195		
	Totals	3,374,520	3,213,790	95%	3,203,126	3,121,606	97%	3,687,648	3,432,763	93%	92%
District Office	Bills		227,941			236,673			242,473		
	Payroll		815,781			843,569			864,442		
	Totals	1,240,904	1,043,722	84%	1,295,077	1,080,242	83%	1,322,403	1,106,915	84%	92%
District Wide	Bills		1,571,409			1,891,331			1,562,425		
	Payroll		720,904			790,852			864,417		
	Totals	3,010,420	2,292,313	76%	4,752,961	2,682,183	56%	4,494,128	2,426,842	54%	92%
GRAND TOTALS		\$26,360,508	\$24,219,925	92%	\$28,607,667	\$24,981,151	87%	\$31,882,900	\$27,635,000	87%	92%

Excludes DOC

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
May 31, 2009

	Amount	% of Total
Salaries	14,645,842	53.00%
Employee Benefits	1,650,552	5.97%
Contractual Services	604,429	2.19%
Materials	1,452,652	5.26%
Travel & Staff Development	222,327	0.80%
Fixed Charges	334,311	1.21%
Utilities	1,197,537	4.33%
Capital Outlay	694,954	2.51%
Other	6,832,396	24.72%
	<u>27,635,000</u>	<u>100.00%</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**
- C. Semi-Annual Review of Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 11, 2009

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for item 400.1., 400.2., 400.7 and 400.9. will be mailed under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change-in-Status**
- 400.3. Notice of Intent to Renew CEO Contract**
- 400.4. Notice of Intent to Renew President Contracts**
- 400.5. Special Assignments (Attachment)**
- 400.6. Minimum Wage and Entry Level Wage Change**
- 400.7. Request for Approval of Proposed Non-College Employment (External Report)**
- 400.8. Leave of Absence Approved by CEO since May 19, 2009**
- 400.9. Resignation**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional/Non-Faculty

1. Michael Gill, Program Director, Business & Industry Services, DO, effective July 1, 2009, contingent upon continued grant funding.
2. Anthony Logue, Internal Auditor for Fiscal & Program Operations LWIA grant, DO, effective July 1, 2009, contingent upon continued grant funding.
3. Zach Loll, Head Women's Basketball Coach, WVC, effective June 18, 2009.
4. Robert Stephenson, Business Services Representative LWIA grant, DO, effective July 1, 2009, contingent upon continued grant funding.

B. Faculty

1. Jill Stukenberg, English Instructor, effective August 13, 2009.

C. Classified

1. Joseph Clodfelter, Information Systems Technician LWIA grant, DO, effective July 1, 2009, contingent upon continued grant funding.
2. Jackie Deters, Customer Systems & Data Manager LWIA grant, DO, effective July 1, 2009, contingent upon continued grant funding.
3. Deborah Whitacre, Financial Assistant LWIA grant, DO, effective July 1, 2009, contingent upon continued grant funding.

400.2. Change-in-Status

A. Administrative

1. Gerry Schlechte, Transition Coordinator, DO, to Operations/Fiscal Manger LWIA grant, DO, effective July 1, 2009, contingent upon continued grant funding.

400.3. Notice of Intent to Renew CEO Contract

400.4. Notice of Intent to Renew President Contracts

400.5. Special Assignments (Attachment)

400.6. Minimum Wage and Entry Level Wage Change

A. Entry Level Changes/Minimum Wage

	<u>Effective 7/1/09</u>	<u>Effective 7/1/10</u>
Clerk/Receptionist	\$8.00/hour	\$8.25/hour
Food Service Assistant	\$8.00/hour	\$8.25/hour

B. Entry Level Change

	<u>Effective 9/1/09</u>
Student Advantage Network Counselors	\$12.26/hour

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

400.8. Leave of Absence Approved by CEO since May 19, 2009

A. None

400.9. Resignation

A. Faculty

1. Mark Pettigrew, Machine Shop Technology Instructor, effective June 12, 2009

ATTACHMENT

FY09-10 Special Assignments – Frontier Community College

		Recommended
Academic		2009-10
1. Kathy Doty	Lead Inst Office Occupations	\$450
2. Rodney Maxey	Lead Inst Auto Tech	\$450
3. Steve Rafferty	Lead Inst Electrical Distributions	\$450
Extra-Curricular		
1. Kathy Doty	College Bowl Team Advisor	\$400
2. Jeannette Wiles	Phi Theta Kappa Advisor	\$400
Other		
1. Galen Dunn	O & M Team Leader	\$5,825

ATTACHMENT

Fy09-10 Special Assignments - Lincoln Trail College

		Recommended
		2009-10
Academic		
1. Bea Abernathy	Lead Inst Admin Inform Tech	\$475
2. Travis Matthews	Lead Inst Microcomputer Support Spec	\$450
3. Paul Stouse	Lead Inst Horticulture	\$450
4. TBD	Lead Inst Health Programs	\$450
5. TBD	Lead Inst Process Technology	\$450
Athletic		
1. Mitch Hannahs	Athletic Director	\$3,500
Extra-Curricular		
1. Carrie Mallard	Student Senate Co-Advisor	\$500
2. Lonnie Devin	Student Senate Co-Advisor	\$500
3. Kim Stevens	Phi Theta Kappa Co-Advisor	\$350
4. Yvonne Newlin	Performing Arts Coordinator	\$1,500
Other		
1. Dan Leggitt	O & M Team Leader	\$5,825

ATTACHMENT

Fy09-10 Special Assignments – Olney Central College

		Recommended
Academic		2009-10
1. Mark Fitch	Lead Inst Collision Repair Tech	\$450
2. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$450
3. Russ Jausel	Lead Inst Industrial Maint Tech	\$550
4. Amie Mayhall	Lead Inst Office Technology	\$550
5. Kristi Urfer	Lead Inst Accounting	\$450
6. Penny Campbell	Lead Inst Massage Therapy	\$450
Academic - Nursing		
1. Janet Kinkade	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time
2. Tamara Fralicker	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time
3. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time
4. Kathleen Nelson	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time
Athletic		
1. Nicholas Short	Women's Softball Coach	\$6,000

Extra-Curricular

1. Carmen Jones	Phi Theta Kappa Advisor	\$300
2. Kelly Payne	Asst. Phi Theta Kappa Advisor	\$200
3. Suzanne Downes	Performing Arts Coordinator	\$1,000
4. Lisa Benson	WYSE Coordinator	\$350
5. Laurel Cutright	Asst WYSE Coordinator	\$200
6. Rob Mason	Asst WYSE Coordinator	\$200

Other

1. Ed Wright	Coordinator of Food Services	\$12,500
2. Larry Gangloff	O & M Team Leader	\$5,825

ATTACHMENT

FY09-10 Special Assignments – Wabash Valley College

		Recommended
Academic		2009-10
1. Judy Neikirk	Lead Inst Social Services	\$450
2. Byford Cook	Lead Inst Industrial Studies	\$450
3. Kyle Peach	Lead Inst Radio/TV	\$450
	Director of Broadcasting	\$8,000
4. Larry Hoeszle	Lead Inst Diesel Equipment Tech	\$500
5. Linda Kolb	Lead Inst Early Childhood Dev	\$450
	Small World	\$2,400
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$450
7. Doug Robb	Lead Inst Agriculture Business	\$450
8. Cathy Robb	Lead Inst Admin Inform Tech	\$500
9. David Wilderman	Lead Inst Marketing	\$450
10. Gary Wise	Lead Inst Manufacturing Tech	\$450
11. Jay Carter	Lead Inst Electronics	\$450
12. Brian Wick	Lead Inst Gunsmithing	\$450
13. TBD	Lead Inst Machine Shop Tech	\$450
Extra-Curricular		
1. Brenda Phegley	Phi Theta Kappa Advisor	\$400
Other		
1. Ron Martin	O & M Team Leader	\$5,825

ATTACHMENT

FY09-10 Special Assignments – District Office

Extra-Curricular		Recommended
		2009-10
1. Nixie Hnetkovsky	Faculty Director of Student Learning Assessment	\$10,000 + 6 hrs. release time
2. Amie Mayhall	Faculty Coordinator of Student Learning Assessment – FCC/OCC	\$2,000
3. Kimberley Stevens	Faculty Coordinator of Student Learning Assessment – LTC	\$2,000
4. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$2,000
5. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$2,000

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Acquisition and Disposition of Property

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

TENTATIVE Protection, Health, Safety and ADA Projects Schedule Phase 9 Carryover Projects										
	Estimated Budget									
Districtwide Plumbing & Electrical Survey **	\$38,500									
Storm Water Remediation **	\$121,000									
Toilet & Locker-room Upgrades	\$130,100									
ADA Hardware Replacement/Supplement	\$53,300									
Fire Suppression System Upgrades	\$72,600									
Electrical & Lighting Upgrades	\$378,600									
GRAND TOTAL	\$794,100	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted

5/31/2009

** These two projects are original Phase 9 projects that have not been completed yet, but will be completed in conjunction with the Phase 9 Carryover projects

