

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 21, 2011



Location:

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

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

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

**Illinois Eastern Community Colleges
Board Agenda**

June 21, 2011

7:00 p.m.

Wabash Valley 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 FY2013 Cantwell
 - B. Program Review Report Pampe
 - C. Inter-Funds Loan Resolution Browning
 - D. Building and Maintenance Fund Resolution Browning
 - E. Working Cash Fund Resolution Browning
 - F. FY 2012 Budget Resolution Browning
 - G. Prevailing Wage Bruce
 - H. Payment of Accrued Bills Bruce
 - I. MOU between OCC and Richland Health Office Bruce
 - J. Software Purchase for Student Assessment HLC Compliance Bruce
 - K. Application Fee Increase for International Program Bruce
 - L. Affiliation Agreements Bruce
 - Sarah Bush – Phlebotomy – OCC
 - Evansville State Hospital – Associate Degree Nursing
 - Meadowood – Basic Nurse Assistant – WVC
 - Martinsville Pharmacy – Pharmacy Technician – LTC
 - Dr. M. Elliott – Certified Medical Assistant – LTC
 - Wabash County Health Dept.- Associate Degree Nursing
 - Women’s Hospital – Associate Degree Nursing
 - Observation Agreement with Small World – Associate Degree Nursing
 - Observation Agreement with Wabash County Health Dept.- Associate Degree Nursing
 - Addendum to Agreement with Women’s Hospital – Associate Degree Nursing

M. Leases.....	Bruce
OCC Cosmetology	
IECC/Elvan Wallace and A. Carol Wallace	
OCC Phlebotomy and Massage Therapy	
IECC and Prairie State Generating Company	
IECC/WVC Foundation	
IECC Business and Industry Training	
IECC WorkNet Training Center	
IECC/WED Girard Facility	
IECC/LTC and City of Robinson	
IECC/FCC and University of Illinois Extension Service	
IEC/WVC Foundation	
IECC/WVC WVJC Radio Tower	
IECC/OCC Oil Derrick	
9. Bid Committee Report.....	Bruce
A. Security Surveillance Systems	
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 Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, May 17, 2011.

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

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, George Andrew Fischer, William C. Hudson “Jr.,” Marilyn J. Wolfe. Also present was Miranda Steinman, 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.
Matt Fowler, President of Wabash Valley College.
Mitch Hannahs, President of Lincoln Trail College.
Rodney Ranes, President of Olney Central College.
Timothy Taylor, President of Frontier Community College.
Roger Browning, Chief Finance Officer/Treasurer.
Tara Buerster, Director of Human Resources.
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.
Michael Thomas, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office
DOC – Department of Corrections
FCC – Frontier Community College
HLC – Higher Learning Commission
HRSA – Health Resources & Services Administration
ICAHN – Illinois Critical Access Hospital Network
ICCB – Illinois Community College Board
ICCTA – Illinois Community College Trustees Association
IECC – Illinois Eastern Community Colleges
IECEA – Illinois Eastern Colleges Education Association
LTC – Lincoln Trail College
LWIB – Local Workforce Investment Board
OCC – Olney Central College
PHS – Protection, Health & Safety
SAN – Student Advantage Network
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, April 19, 2011 were presented for disposition. The following corrections to said minutes were presented, as follows:

1. **Election Resolution:** Under Agenda Item #3, “**Resolution of Results of April 5, 2011 Election,**” the vote totals need to be corrected to reflect final vote totals as certified by Alice Mullinax, Richland County Clerk and Recorder and Election Authority for IECC.

2. **Agenda Item #11-I:** “**Ameren CIPS Appraisal Request,**” one sentence needs to be corrected as follows:

Now Reads: Although the estimated cost for the review of an appraisal done by Ameren is estimated to cost \$4,500.00 and \$7,000.00, the cost of this review to the District therefore could be \$337.50 to \$525.00.

Should be Changed to Read: Although the estimated cost for the review of an appraisal done by Ameren is estimated to cost between \$4,500.00 and \$7,000.00, the cost of this review to the District therefore could be \$337.50 to \$525.00.

Board Action to Correct Minutes: Trustee Marilyn Wolfe made a motion to correct the minutes of April 19, 2011 as noted. Trustee John Brooks 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.

Board Action to Approve Minutes: Trustee William Hudson made a motion to approve minutes of the April 19, 2011 meeting as prepared and corrected. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including several staff members; Jackie Davis, retired President of Olney Central College; former Trustee Walter Koertge and his wife, Nancy; and representatives of the Robinson Enterprise Zone.

#3-B. IECEA Representative: None.

AGENDA #4 – “Recognition of Service to the Board – Walter Koertge” – Former Trustee Walter Koertge was presented a plaque in recognition of and appreciation for his nine years of service as a member of the Board of Trustees. The following resolution was presented:

RESOLUTION
RECOGNITION OF SERVICE
Mr. Walter Koertge
Illinois Eastern Community Colleges Trustee
2002-2011

WHEREAS Mr. Koertge was born and raised in Richland County, Illinois, where he attended and graduated from Calhoun Grade School and East Richland High School. He attended Olney Central College, attending classes in the old "Pure Oil" building, and then went to Southern Illinois University where he graduated in 1969. Mr. Koertge later attended the Graduate School of Banking at the University of Wisconsin, and;

WHEREAS Mr. Koertge served in the United States Army for two years from 1969 to 1971, and after being honorably discharged from the US Army in 1971 and returned to Richland County to serve in various banking roles. He is presently employed by Citizens National Bank of Albion. Mr. Koertge also engaged in farming in the 1970's and 1980's, and;

WHEREAS he married Nancy in 1970, after meeting on a blind date in 1967 at Southern Illinois University. They are the proud parents of two children, Shelli and Brent, who both attended Olney Central College and went on to Southern Illinois University. Both Shelli and Brent and their families live in the St. Louis area and have blessed them with 4 grandchildren, and;

WHEREAS Mr. Koertge was appointed to the Illinois Eastern Community College Board to fill a vacancy in 2002. In 2003, he was elected to fill the remaining two years of the term. In 2005, he was elected to a six year term. That ended in March 2011, and;

WHEREAS the IECC Board recognizes Mr. Koertge's accomplishments, his contribution, and service to the Illinois Eastern Community College District, and;

WHEREAS Mr. Koertge has brought a commitment to all District residents, and shared a wealth of knowledge, experience, education, and intellect in his position of Trustee for the last nine years, and;

WHEREAS Mr. Koertge has influenced Illinois Eastern Community College District Board of Trustees to intensely focus on teaching and learning by promoting an unwavering belief that education changes the lives of our students for the better, leading to stronger communities, and;

WHEREAS Mr. Koertge has contributed a great deal of extra time and energy to concerns of the District to ensure his own understanding of the details, improving the perception and importance of the community college system in the communities served by the IECC District, and by providing valuable guidance in the decision-making process, and;

WHEREAS Mr. Koertge has been an active leader in the Richland County Community by being involved over a long period of time with Olney Central College, especially in fundraising for the athletic programs, and;

BE IT RESOLVED, that the Illinois Eastern Community College District #529 hereby adopts this resolution, thanking Mr. Walter Koertge for his time, talent, passion, dedication, and guidance to the betterment of the lives of citizens throughout the district. The Board recognizes Mr. Koertge's outstanding contribution to the communities located within the boundaries of Illinois Eastern Community College District #529 and especially his support and love for Olney Central College and would like to bestow its' deepest gratitude and appreciation for a job well done.

Board Action to Adopt Resolution: Trustee John Brooks made a motion to adopt the foregoing resolution as presented. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared the "Ayes" have it and the motion carried.

AGENDA #5 – "Public Comment" – None.

AGENDA #6 – "Reports" –

#6-A. Report from Trustees: None.

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

#6-C. Report from Cabinet: None.

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

#7-A. Transfer Educational Guarantee – Student Personnel 500.18: In April of 1994, the Board of Trustees implemented a guarantee which stated that for designated degrees, IECC would guarantee the transferability of its credit courses to public senior Illinois colleges and universities. Currently included in the guarantee are the District’s three transfer degrees, namely the Associate in Arts Degree, the Associate in Science Degree and the Associate of Science and Arts Degree. With the approval of the Illinois Community College Board (ICCB) and the Illinois Board of Higher Education (IBHE) of the new Associate in Engineering Science Degree, the administration is recommending approval of adding the Associate in Engineering Science Degree to the District’s existing Transfer Degree Educational Guarantee.

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

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

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

Change in Order of Agenda: Without objection, the Chair directed that the order of the agenda be changed, to consider Agenda Item #9-G concerning the Robinson Enterprise Zone at this time to accommodate visitors present.

#9-G. Tax Abatement for Expansion of Robinson Enterprise Zone: The City of Robinson, through its City Council, approved an expansion of the Robinson Enterprise Zone on March 22, 2011. The City has asked the Board of Trustees to approve the abatement of ad valorem taxes on real property located in the expanded enterprise zone to the extent of taxes collected caused by the improvement or renovation or rehabilitation of property within the enterprise zone. The City Council expanded the Enterprise Zone to include farm land upon which will be built a senior citizen living facility called Glenwood. The taxes collected on the existing farm land amount to \$97.00 per year. The facility will cost approximately \$3 million dollars to construct. The City has requested an abatement of 100% of the taxes for a period of five years from the first year in which improvements are fully assessed and is limited to the term of the Robinson Enterprise Zone.

Recommendation: The CEO recommended adoption of the following tax abatement resolution as requested by the City of Robinson:

TAX ABATEMENT RESOLUTION

The Board of Trustees of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 does hereby adopt this Resolution as follows:

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within 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 March 22, 2011 as Ordinance Number 2011-O-04, upon which new improvements shall be renovated or rehabilitated, subject to the following conditions:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;

- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) Such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Enterprise Zone.

Board Action: Trustee Michael Correll made a motion to adopt the foregoing Tax Abatement Resolution as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustee John Brooks voted “present.” Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-A. FY2012 Insurance Renewals: The District’s property, general liability, errors and omissions, broadcast, umbrella, automobile, and other insurance coverage is provided by Indiana Insurance and its successor agency, Wells Fargo. For several years, the Board has placed the insurance needs of the District out for bids on an approximate three year cycle. The District’s current carrier has indicated that it will continue to provide coverage for FY2012 at a 4% increase from the District’s existing \$277,086.00 premium which would increase by \$11,612.00, to \$288,698.00. It is anticipated that the District will seek bids in January 2012, to obtain pricing for FY2013. The carrier for Medical Professional liability insurance has proposed a premium increase of \$1,500.00 from its existing \$12,724.00 to a proposed premium of \$14,224.00. Although there is an increase in the premium, the rates have not increased. The costs are increased because the District is insuring 90 more students due to an increase in CNA offerings. Workers Compensation premiums will increase 16% from the existing \$165,618.00 to a proposed premium of \$192,316.00 due to large amounts paid out on two open claims.

Because the Student Athletic insurance was proposed to increase by a substantial amount, CFO Roger Browning sought quotes for this coverage and received 8 additional quotes beyond the current carrier for athletic insurance. Lowest quote was from First Agency. The quotes ranged from a low of \$114,510.00 offered by First Agency to a high of \$166,594.00.

The CEO recommended acceptance of the District insurance renewal rates as presented.

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

#9-B. Joint Agreement with John A. Logan College: Chris Cantwell reviewed the revised Joint Agreement for Educational Cooperation between IECC District #529 and John A. Logan College District #530. Changes and updates to this agreement from last year are:

IECC Added:

- Agricultural Technology/Business, AAS Degree
- Alternative Fuels, Certificate
- Gunsmithing, AAS Degree/Certificate
- Professional Ag Applicator, Certificate
- Turf and Landscape Design, Certificate

John A. Logan Removed:

Architectural Technology, AAS Degree
Educational Interpreting Professional, AAS Degree/Certificate
Tourism Management, AAS Degree

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

#9-C. Joint Agreement with Kaskaskia College: Chris Cantwell reviewed the revised Joint Agreement for Educational Cooperation between IECC District #529 and Kaskaskia College District #501. There is one change to this agreement from last year, as follows:

Kaskaskia Removed:

Horticulture, AAS Degree/Certificate

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

#9-D. Memorandum of Agreement between IECC and SIU-C: Chris Cantwell reviewed a proposed Memorandum of Agreement between IECC and Southern Illinois University-Carbondale, which includes offering concurrent enrollment and baccalaureate completion degrees to qualified IECC students. Through this agreement SIU-C will be able to offer upper division or graduate courses and baccalaureate degree completion programs for students of the IECC service area as determined and approved by IECC and SIU-C. The agreement also provides a concurrent enrollment agreement which would increase the efficiency and certainty of students obtaining a baccalaureate degree as well as facilitate the transition of students from Illinois Eastern Community Colleges to Southern Illinois University-Carbondale. The CEO recommended approval.

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

#9-E. Student Satisfaction Survey: Pamela Schwartz reviewed the results of the 2011 Spring Student Satisfaction Survey. A total of 95 percent of the 471 survey participants indicated they were satisfied with the overall quality of instruction and 95 percent believe they were treated with respect as an individual. More than 90 percent would definitely or probably recommend IECC to others.

The IECC Office of Institutional Development conducts the survey each Spring Semester. The 2011 survey was conducted online from January 18-March 18. Of the 471 students who completed the survey, 93 were from FCC, 107 from LTC, 118 from OCC, and 153 from WVC. There were 172 first year students, 167 second year students, 68 returning students and 64 classified as "other."

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

Other results included: 96% were satisfied with Advisement Services, 98% were satisfied with Registration Services, 85% were satisfied with Learning Resource Center availability and resources available, 96% felt the building and grounds were maintained in a clean and attractive manner.

Also, 90% felt the instruction was academically challenging, 97% were satisfied with classroom size, and 91% were satisfied with courses available at the times they wanted or needed them.

In areas of concern, 39% were either not confident or unsure their courses would transfer to a four year degree, 25% rated communication between the colleges as “great” and 52% responded “OK,” and 34% were not aware of student organizations available at their campus.

Communication and customer service are two important goals of the mission and values of IECC’s four colleges and the District overall. Individual college responses were very close to the overall District responses. The results of the survey are shared with various district-wide committees as well as college committees to work on improving any area that needs attention.

The CEO recommended acceptance of the Student Satisfaction Survey as presented.

Board Action: Trustee Marilyn Wolfe made a motion to accept the Spring 2011 Student Satisfaction Survey as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. Diesel Technology Program Fee Increase: Students enrolled in the Diesel Technology Program at Wabash Valley College are required to pay \$120.00 per semester for uniforms and uniform cleaning. The current uniform provider, CINTAS, has increased the price to \$150.00 per semester. The CEO recommended approval of this fee increase effective Fall Semester 2011.

Board Action: Trustee Michael Correll made a motion to approve the fee increase for students in the Diesel Technology Program to \$150.00 per semester, effective Fall Semester 2011, as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(#9-G. Tax Abatement for Expansion of Robinson Enterprise Zone: Considered earlier in this meeting.)

#9-H. Affiliation Agreements: IECC wishes to enter into 13 affiliation agreements dealing with the Associate Degree in Nursing, Basic Nurse Assistant, Health Information Management, Pharmacy Technician, and Medical Office Assistant programs. These affiliation agreements are the standard affiliation agreements utilized for the District for these programs. The CEO recommended approval of affiliation agreements with the following businesses and institutions:

- Associate Degree Nursing – Evansville State Hospital, Evansville, IN
- Associate Degree Nursing – St. Mary’s Medical Center, Evansville, IN
- Basic Nurse Assistant (FCC) – Meadowood, Grayville
- Medical Office Assistant (OCC) – Chelsea L. Page, DC, Fairfield
- Medical Office Assistant (OCC) – Greencastle Physical Therapy, Greencastle, IN
- Health Information Management (LTC) – Ridgeview Care Center, Oblong
- Pharmacy Technician (LTC) – St. Anthony’s Memorial Hospital, Effingham
- Pharmacy Technician (LTC) – The Medicine Shoppe, Newton
- Pharmacy Technician (LTC) – Bertram’s Pharmacy, Robinson
- Pharmacy Technician (LTC) – Lovins Pharmacy, Grayville
- Pharmacy Technician (LTC) – CVS, Mt. Carmel
- Pharmacy Technician (LTC) – CVS, Vincennes, IN
- Pharmacy Technician (LTC) – Sarah Bush Lincoln Health Center, Mattoon

Board Action: Trustee Brenda Culver made a motion to approve the foregoing affiliation agreements as recommended. Student Trustee Miranda Steinman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael

Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “Bid Committee Report” – The Bid Committee presented the following report and recommendations:

- A. Olney Central College
1. Used 2008 or Newer Vehicle

The Bid Committee recommended acceptance of the bid from Max Dye, Salem, Illinois, for a 2010 Chevrolet Impala LS with 25,244 miles, for a total of \$14,199.00.

Source of Funds: Education Fund.
Department: Allied Health.

- B. International
1. Used 2009 or Newer Mini-Van

The Bid Committee recommended acceptance of the bid from Eagleson’s Automotive, Olney, Illinois, for a 2009 Dodge Caravan with 29,000 miles, for a total of \$17,350.00.

Source of Funds: Auxiliary Fund & Education Fund.
Department: International.

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

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

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

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report showing the balance in all funds as of April 30, 2011.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2011, totaling \$780,155.82, 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, 2011, in the amounts listed, and payments from the revolving fund for April 2011. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

1. Spotlight Achievement Awards: Edward Whitt, a student, and Eunice Golden, longtime volunteer tutor in FCC’s Adult Literacy Program, received Spotlight Achievement Awards in a ceremony May 11, 2011, at the Illinois State Library in Springfield.

2. State Budget Update: An update was given on the Illinois state budget situation. The CEO anticipates a reduction of approximately 7% for Community College Districts.

3. NJCAA: In an audit of the softball program at OCC, the National Junior College Athletic Association found that one student letter of intent had not been filed electronically as required. As a result, the OCC softball and baseball programs have been placed on probation.

4. Marathon Petroleum Company Assessment Reduction: New construction will not be added to Marathon Petroleum Company's real estate assessment until 2013.

5. Telephone System Upgrades: Since Nortel has been acquired by Avaya, proposals for hardware and software upgrades will be required for the present IECC telephone system.

6. Enrollment: Down 9% district-wide from this same time one year ago.

Board Action to Solicit Proposals for Hardware and Software Upgrades of Telephone System: Trustee Marilyn Wolfe made a motion to authorize the administration to solicit proposals for needed hardware and software upgrades of the present IECC telephone system, estimated to cost approximately \$190,000. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

AGENDA #14 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, April 19, 2011.

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

400.1. Employment of Personnel

A. Faculty

1. Joshua Lipe, Workforce Education Instructor, effective July 1, 2011.
2. Vernon Miller, Workforce Education Instructor, effective June 1, 2011.

B. Classified

1. Wain Davis, TRiO Upward Bound Counselor, effective May 23, 2011, contingent upon continued grant funding.
2. Brittany Bass, Library Assistant, Effective May 18, 2011.

400.2. Temporary Contractual Employment

A. Classified

1. Emily Gullett, Full-Time Temporary Office Assistant, LTC, effective June 1, 2011.

400.3. Title Changes

A. Administrative

1. Gerry Schlechte, from Operations/Fiscal Manager to Director-WIA Operations, effective May 18, 2011.

B. Professional/Non-Faculty

1. Anthony Logue, from Internal Auditor for Fiscal and Program Operations to Operations Manager, effective May 18, 2011.

400.4. Termination

A. Professional/Non-Faculty

1. Robert Stephenson, Business Services Representative-LWIA, DO (GR), effective May 18, 2011.

400.5. Resignations

A. Faculty

1. Mary Doerner, Nursing Faculty, effective May 28, 2011.

B. Classified

1. Amanda Sharp, Upward Bound Counselor DO (LTC), effective May 7, 2011.

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

AGENDA #16 – “Collective Bargaining” – None.

AGENDA #17 – “Litigation” – None.

AGENDA #18 – “Acquisition & Disposition of Property” – None.

AGENDA #19– “Other Items” – None.

AGENDA #20 – “Adjournment” – Trustee John Brooks made a motion to adjourn. Student Trustee Miranda Steinman 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 9:00 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
Visitors and Guests
IECEA Representatives**

Agenda Item #4

Public Comment

Agenda Item #5

**Reports
Trustees
Presidents
Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

None

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

RAMP Document FY 2013

MEMORANDUM

To: Board of Trustees
From: Terry L. Bruce
Date: June 21, 2011
Re: RAMP FY 2013

IECC's RAMP (Resource Allocation and Management Plan) for FY 2013 includes two capital project requests which were approved by the Cabinet on June 8, 2011. The two capital project requests for FY 2013 in ranking order are:

Olney Central College
Project Name: Applied Technology Center
District Priority No.: 1 of 2
Total Building Budget: \$2,050,979

Frontier Community College
Project Name: Student Education and Support Center
District Priority No.: 2 of 2
Total Building Budget: \$2,960.100

LTC's and WVC's RAMP projects have already been submitted and approved. They are projects already listed on Table 1, Fiscal 2012 Capital Budget Recommendation and the funding levels are set at the amounts appropriated in FY2010. ICCB will continue to list those projects in FY2013 and adjust for inflation for information purposes. These two projects are:

IECC Lincoln Trail – Center for Technology
IECC Wabash Valley – Technology/Student Support Expansion to
Main Hall and Renovation

I recommend approval of the RAMP FY2013 document for submission to the Illinois Community College Board.

TLB/rs

**Fiscal Year 2013 Ramp
Community College Capital Requests
IECC – Olney Central College**

PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE: IECC – Olney Central College

PROJECT NAME: Applied Technology Center

The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.

The Applied Technology Center facility would provide much needed instructional and laboratory space for several programs: Associate Degree Nursing (ADN), Licensed Practical Nursing (LPN), Radiography (XRAY), Massage Therapy (MT), Phlebotomy (PHB), and the Basic Nurse Assistant Training Certificate (BAID). We would also like to expand our Allied Health offerings with a Medical Lab Technician program. Currently, we do not have the space to add this program. Faculty office space is also at a premium. The new building would provide additional office space. All nursing faculty are currently sharing small offices. Presently, the ADN, LPN, BAID, and Radiography programs are taught in second-floor classrooms in Wattleworth Hall. Currently, a 20' x 20' classroom serves as the nursing program's one and only laboratory. This creates havoc with course scheduling because the ADN, LPN, and BAID lab courses cannot all be taught during the same time periods. This necessitates one or more of the ADN, LPN, or BAID classes to conduct their lab assignments in classrooms that don't have the proper laboratory materials available. Because the BAID is now required before students can enter the ADN program, this means even more nursing classes are being scheduled in the lab classroom. In addition, radiography students' labs are confined to a small classroom which doesn't have enough room to house the updated equipment they should be practicing with. An energized radiography laboratory would be invaluable in teaching patient positioning to radiography students. Patient positioning is one of the critical skills that x-ray technicians must possess if they reasonably expect to be employable upon graduation. The Massage Therapy and Phlebotomy programs are currently being offered at a rented facility at an off-campus location as there is not room for these additional programs in Wattleworth Hall. These students don't have the benefit of easy access to computer labs, library facilities, and the bookstore. Jobs in the Allied Health field are among the fastest growing and highest paying. OCC needs to be able to provide instructional space for these programs to keep pace with the needs of the community and the state.

In addition, the space being vacated by Nursing and Radiography programs in Wattleworth Hall will provide the college with enough room to install two more much needed computer laboratories or classrooms. Without moving the Nursing and Radiography programs out of Wattleworth Hall, Olney Central College does not have the classroom space to expand its daytime or nighttime offering of courses. The proposed facility will allow the college to improve instruction in allied health fields and also make the necessary space available to increase computer skills instruction in all disciplines.

**Fiscal Year 2013 Ramp
Community College Capital Requests
IECC – Olney Central College**

SCOPE OF WORK NARRATIVE

DISTRICT/COLLEGE: IECC – Olney Central College

PROJECT NAME: Applied Technology Center

FULL NAME OF BUILDING (IF REMODELING): Applied Technology Center

EXACT LOCATION (INCLUDING ADDRESS AND CITY):

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

The scope of work narrative should explain the nature of the work to be performed, general building conditions, and a site analysis.

Nature of Work to be Performed: The Applied Technology Center will be located directly adjacent to (within 20 feet) the southwestern side of Wattleworth Hall on the Olney Central College campus. The new construction, if approved and funded, would be the first addition to the campus since the original permanent campus was constructed in 1969. The new construction would add 5,916 gross square feet of new space. The new space would allow the college to provide appropriate lecture, laboratory, and faculty office space for all Allied Health Programs—especially Nursing and Radiography.

General Building Conditions: The proposed building site is on existing college property located at 305 North West Street, Olney, Illinois, 62450; therefore, no new land is required. The proposed building is new construction consisting of: (a) 2,700 GSF of classroom space; (b) 1,476 GSF of instructional laboratory (dry) space; (c) 1,020 GSF of office space; and (d) 720 GSF of supporting facilities space. It is estimated that the proposed construction would be completed within 13 months. The proposed construction project is not related to any ongoing or proposed projects. It is not a phased project nor are there any known state or federal rules or regulations that may impact the project budget.

Site Analysis: The proposed project consists of a single story building that will be connected to the existing water, sewer, and electricity servicing the adjacent Wattleworth Hall. In addition, the college will use existing personnel resources to install the necessary telephone lines to the proposed building to provide voice, computer network, and Internet service. Existing student and staff parking adjacent to Wattleworth Hall is sufficient to meet the needs of students attending classes in the proposed building. In addition, little if any new sidewalks or other landscaping will be required for this construction project.

**TABLE 1
FISCAL YEAR 2013 CAPITAL PROJECT REQUEST**

DISTRICT/COLLEGE: 529/Illinois Eastern Community Colleges/Olney Central College

PROJECT NAME AND/OR DESCRIPTION Applied Technology Center

DISTRICT PRIORITY NUMBER _____ # OUT OF _____ #

Check one:
 NEW FACILITIES CONSTRUCTION/ACQUISITION x (Complete Table 2)
 REMODELING/REHABILITATION PROJECT _____ (Complete Table 2)
 OTHER _____ (Complete Table 2 or provide additional information per instructions)

Check one:
 NEW REQUEST _____
 REQUESTED PREVIOUSLY x

Dollars rounded to the nearest hundred (for example and per instructions enter \$1,456,789 as \$1,456.8)

PROJECT CATEGORIES*	PRIOR YEARS FUNDING*			CURRENT REQUEST FY			BEYOND CURRENT YEAR*			TOTAL PROJECT COST		
	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST
BLDGS, ADDITIONS, AND/OR STRUCTURES				1,538.2	512.7	2,050.9				1,538.2	512.7	2,050.9
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION												
SITE IMPROVEMENTS												
PLANNING												
TOTAL				1,538.2	512.7	2,050.9				1,538.2	512.7	2,050.9

** Describe prior year funding and/or future year funding in the scope statement section using the requested format.
 State funds should equal 75% of total and local funds should equal 25% of total. ICCB will adjust for credits*

TOTAL PROJECT REQUEST (CURRENT YEAR) \$ 2,051
 TOTAL COMPLETED PROJECT COST \$ 2,051
 DESIRED PROJECT START DATE 5/1/2012
 ESTIMATED COMPLETION DATE 6/30/2013
 ESTIMATED OCCUPANCY DATE
 ESTIMATED ANNUAL OPERATING COST \$

MATCHING CONTRIBUTION \$
 (See item 10 in Section I of this Manual)
LOCAL FINANCING SOURCE
 AVAILABLE FUND BALANCE \$
 ICCB CONSTRUCTION CREDIT \$
 (if any)
 DEBT ISSUE \$
 DATE OF APPROVAL: _____
 OTHER (please specify) \$ 513
 OCC Foundation
 TOTAL \$ 513

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

NET ASSIGNABLE SQUARE FOOTAGE SUMMARY					ACREAGE SUMMARY (Land Acquisition)	Number of Acres Requested in Budget Year
Space Type	FICM Codes	REQUEST FOR NEW FACILITIES	REDISTRIBUTION OF NASF SPACE			
		Net Assignable Square Feet (NASF)	Space Prior to Remodeling	Space After Remodeling		
Classrooms	110 thru 115	1,800			1 Landscaped Ground	
Laboratory	210 thru 255	900			2 Physical Education and Athletic Fields	
Office	310 thru 355	600			3 Buildings and Attached Structures	
Study	410 thru 455				4 Experimental Plots	
Special Use	510 thru 590				5 Other Instructional Areas	
<i>General Use:</i>					6 Parking Lots	
Assembly and Exhibition	610 thru 625				7 Roadways	
Other General Use	630 thru 685				8 Pond Retention and Drainage	
Support Facilities	710 thru 765	600			9 Other (specify)	
Health Care	810 thru 895				Total Assigned Area	
Unclassified					Currently Unassigned	
TOTAL NASF #		3,900			Total Acres	
TOTAL GSF* #		5,916				

*Gross Square Feet

COMPLETE THE APPLICABLE SECTION--ONE SHEET FOR EACH PROJECT REQUESTED

**TABLE 3
FY 2013 BUILDING BUDGET ESTIMATION FORM**

District/College 529/Illinois Eastern Community Colleges
Location Olney Central College
Project Name Applied Technology Center

(cost column rounded to the nearest hundred)

Space Type	NASF	Multiplier Factor	GSF	\$/GSF	Cost
Classroom	1800	1.5	2700	246.11	\$664,497
Instructional (Dry Lab)	900	1.64	1476	275.71	\$406,948
Office	600	1.7	1020	254.78	\$259,876
Supporting Facilities	600	1.2	720	229.86	\$165,499
1. Base Total	3900		5916		\$1,496,820
2. Added Costs (sum of added cost components identified separately below)					\$89,809
LEED design cost up to 6% of line 1					\$89,809
Green Building Design/LEED Certification Level _____ (Silver, Gold, Platinum)					
Other added costs:					
3. Base Cost	3900		5916		1,586,629

4. Escalation (estimate of cost increase from the time of appropriation to the bid date) 39,666
 --insert variables to calculate--assumes appropriation received at July 1).
 Expected Bid Date: 5/1/2012 0:00 Number of Months to Bid Date: 10
 Annual Percentage (Allowable per annum inflation or less) 0.03
 (the monthly rate will be calculated and multiplied by the months to bid)

5. Escalated Building Budget (Line 3 plus Line 4) 1,626,295

6. Escalated Building Budget
 Plus 10% Contingency (Line 5 multiplied by 1.10) 1,788,924

**TABLE 4
FY 2013 MOVEABLE EQUIPMENT LIST**

District/College: Illinois Eastern/ Olney Central
Project Name: Applied Technology Center

(cost column rounded to the nearest dollar--please round the grand total equipment cost to the nearest hundred when you transfer to table 1)

Programmatic Unit	Room Use Classification	Name of Equipment	Number of Units	Cost per Unit	Estimated Total Cost
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None

Grand Total Equipment Costs (this number should be included on the equipment line of table 1)

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

**Fiscal Year 2013 Ramp
Community College Capital Requests
IECC - Frontier Community College**

PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE: IECC - Frontier Community College

PROJECT NAME: Student Education and Support Center

The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.

In recent years, the on-campus enrollment of Frontier Community College has increased while the commitment to off-campus offerings has continued. On-campus growth can partially be contributed to the increase of traditional age (18-19 year olds) college students. The following factors are also influential to the on-campus enrollment:

1. The existing significant adult enrollment
2. A new vocational program on campus with other vocational programs under development
3. An increase in nursing enrollment
4. A strong non-credit continuing education program

The climate and culture of Frontier Community College is changing and the facilities must grow to accommodate the changes. As a result, Frontier is proposing the addition of a Student Education and Support Center to provide needed space for the following:

1. Space for students to gather/socialize
2. Space for students to study/relax between classes
3. Space for faculty and staff to dine, take breaks, and interact with students
4. Phi Theta Kappa
5. Student Nurse Association
6. Student Advantage Network
7. Student Senate
8. Adequate space for credit and non-credit seminars and classes

Student space is currently restricted to two small vending areas located within the two main classroom buildings. The socialization process is important to the development of all students and cannot occur if an area isn't provided. The new construction will allow for a stand-alone facility with available parking. In addition this new building will serve as an outreach center to the community to host special events.

**Fiscal Year 2013 Ramp
Community College Capital Requests
IECC – Frontier Community College**

SCOPE OF WORK NARRATIVE

DISTRICT/COLLEGE: IECC – Frontier Community College

PROJECT NAME: Student Education and Support Center

FULL NAME OF BUILDING (IF REMODELING): _____

EXACT LOCATION (INCLUDING ADDRESS AND CITY):

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

The Student Education and Support Center will be located directly south of the Richard L. Mason Building parking lot on the campus of Frontier Community College. No land acquisition is required. The Student Education and Support Center would be new construction and consist of 9076 GSF and parking spaces for 120 vehicles. The exterior of the building would be of brick construction on a single level. Interior space would include classrooms and a multi-use area for classes/seminars for both credit and non-credit classes or a banquet/dining area. Also included is space for student organizations, a kitchen, catering space, restrooms, one office, storage and mechanical space.

The Student Education and Support Center would be connected to existing utilities and college district personnel would complete wiring for voice and data. College maintenance staff would be responsible for landscaping the building.

TABLE 1 FISCAL YEAR 2013 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

PROJECT NAME AND/OR DESCRIPTION Student Education and Support Center

DISTRICT PRIORITY NUMBER _____ # OUT OF #

Check one:
 NEW FACILITIES CONSTRUCTION/ACQUISITION _____ (Complete Table 2)
 REMODELING/REHABILITATION PROJECT _____ (Complete Table 2)
 OTHER _____ (Complete Table 2 or provide additional information per instructions)

Check one:
 NEW REQUEST _____
 REQUESTED PREVIOUSLY _____

Dollars rounded to the nearest hundred (for example and per instructions enter \$1,456,789 as \$1,456.8)

PROJECT CATEGORIES*	PRIOR YEARS FUNDING*			CURRENT REQUEST FY			BEYOND CURRENT YEAR*			TOTAL PROJECT COST		
	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST
BLDGS, ADDITIONS, AND/OR STRUCTURES				2,220.1	740.0	2,960.1				2,220.1	740.0	2,960.1
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION												
SITE IMPROVEMENTS												
PLANNING												
TOTAL				2,220.1	740.0	2,960.1				2,220.1	740.0	2,960.1

** Describe prior year funding and/or future year funding in the scope statement section using the requested format.
 State funds should equal 75% of total and local funds should equal 25% of total. ICCB will adjust for credits*

TOTAL PROJECT REQUEST (CURRENT YEAR) \$2,948 2,960
 TOTAL COMPLETED PROJECT COST \$2,948 2,960
 DESIRED PROJECT START DATE 9/1/2012
 ESTIMATED COMPLETION DATE 8/1/2013
 ESTIMATED OCCUPANCY DATE 8/15/2013
 ESTIMATED ANNUAL OPERATING COST \$

MATCHING CONTRIBUTION \$
 (See item 10 in Section I of this Manual)
LOCAL FINANCING SOURCE

AVAILABLE FUND BALANCE \$
 ICCB CONSTRUCTION CREDIT \$
 (if any)
 DEBT ISSUE \$
 DATE OF APPROVAL: _____

OTHER (please specify) \$740
 FCC Foundation/Fundraisers
 TOTAL \$740

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

**TABLE 2
FY 2013 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE**

		PART A		PART B	
		NET ASSIGNABLE SQUARE FOOTAGE SUMMARY		ACREAGE SUMMARY (Land Acquisition)	
		REQUEST FOR NEW FACILITIES	REDISTRIBUTION OF NASF SPACE		Number of Acres Requested in Budget Year
<u>Space Type</u>	<u>FICM Codes</u>	<u>Net Assignable Square Feet (NASF)</u>	<u>Space Prior to Remodeling</u>	<u>Space After Remodeling</u>	
Classrooms	110 thru 115	4,200			1 Landscaped Ground
Laboratory	210 thru 255				2 Physical Education and Athletic Fields
Office	310 thru 355	80			3 Buildings and Attached Structures
Study	410 thru 455				4 Experimental Plots
Special Use	510 thru 590	600			5 Other Instructional Areas
<i>General Use:</i>					6 Parking Lots
Assembly and Exhibition	610 thru 625				7 Roadways
Other General Use	630 thru 685				8 Pond Retention and Drainage
Support Facilities	710 thru 765	1,300			9 Other (specify)
Health Care	810 thru 895				Total Assigned Area
Unclassified					Currently Unassigned
					Total Acres
TOTAL NASF #		6,180			
TOTAL GSF* #		9,076			

*Gross Square Feet

COMPLETE THE APPLICABLE SECTION--ONE SHEET FOR EACH PROJECT REQUESTED

**TABLE 3
FY 2013 BUILDING BUDGET ESTIMATION FORM**

District/College Illinois Eastern Community Colleges
Location Frontier Community College
Project Name Student Education and Support Center

(cost column rounded to the nearest hundred)

Space Type	NASF	Multiplier Factor	GSF	\$/GSF	Cost
Office	80	1.7	136	254.78	\$34.7
Special Use	600	1.8	1080	246.24	\$265.9
Classroom	4200	1.5	6300	246.11	\$1,550.5
Support Facilities	1300	1.2	1560	229.86	\$358.6
1. Base Total	6180		9076		\$2,209.7
2. Added Costs (sum of added cost components identified separately below)					\$132.6
LEED design cost up to 6% of line 1					\$132.6
Green Building Design/LEED Certification Level_____ (Silver, Gold, Platinum)					
Other added costs:					
3. Base Cost	6180		9076		\$2,342.2

4. Escalation (estimate of cost increase from the time of appropriation to the bid date) 46.8
--insert variables to calculate--assumes appropriation received at July 1).
Expected Bid Date: 3/1/2012 0:00 Number of Months to Bid Date: 8
Annual Percentage (Allowable per annum inflation or less) 0.03
(the monthly rate will be calculated and multiplied by the months to bid)

5. Escalated Building Budget (Line 3 plus Line 4) \$2,389.1

6. Escalated Building Budget \$2,628.0
Plus 10% Contingency (Line 5 multiplied by 1.10)

TABLE 4
FY 2013 MOVEABLE EQUIPMENT LIST

District/College: Illinois Eastern/Frontier

Project Name: Student Education and Support Center

(cost column rounded to the nearest dollar--please round the grand total equipment cost to the nearest hundred when you transfer to table 1)

Programmatic Unit	Room Use Classification	Name of Equipment	Number of Units	Cost per Unit	Estimated Total Cost
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None

Grand Total Equipment Costs (this number should be included on the equipment line of table 1)

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

Agenda Item #8B

Program Review Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
RE: FY2011 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.

During this year's review of programs and services, the District and the colleges reviewed 48 career and technical education degrees and certificates as well as transfer degrees, social science disciplines, libraries/learning resource centers, the Federal TRIO Programs, assessment of student learning, counseling and advising, and specialized services to students with disabilities.

As a result of the District's on-going Program Review Process, programs and services are constantly reviewed with a focus on quality, cost, and need. Based on these objectives, programs, courses, and services are assessed, improved, updated, and/or deleted as necessary, always with the intention of how to best serve our constituents.

The report was approved by the Cabinet on June 2, 2010 and will be filed with the Illinois Community College Board. The first four pages summarize the report and are included immediately following this memorandum.

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
2011**

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 measureable 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, IECC B and I Training and Workforce Education 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, to mention just a few of the training workshops and classes that are offered annually.

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.

IECC continues to implement an assessment plan for assessment of student learning. The District's assessment team leaders are a coordinator and a faculty member from each college; this team, together with faculty and staff throughout the District, plan and coordinate all assessment activities for the District and the four 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 e-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.

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.

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 rotating 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, which 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 with high schools, student learning 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. 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 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 (IDES) LMI Source; IDES - Illinois Job Outlook in Brief and One Source – Workforce and Career Information; Illinois workNet Center, which is the state's workforce development portal; U. S. DOL CareerOneStop - America's JobBank; U.S. DOL Occupational Outlook Handbook; U.S. DOL Bureau of Labor Statistics Employment and Unemployment Data; 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 48 career and technical education programs (degrees and certificates) were reviewed during this cycle. Of the 48 programs reviewed, two certificate programs had previously been withdrawn (effective December 2010); one certificate program has been inactive, but will be reviewed again next year for either reactivation or elimination; two certificate programs are slated to be discontinued/withdrawn by the end of fall semester 2011; one degree and three certificate programs will be deactivated; 10 programs (degrees and certificates) are scheduled for further review next year. The remaining degree and certificate programs that were reviewed during 2011 will be continued with minor changes.

This year's Program Review Report also includes the following reviews: Transfer Degrees: AA, AS, AFA, AGS, etc.; Libraries/Learning Resource Centers; TRIO Programs; Assessment of Student Learning; Counseling and Advising; Student with Disabilities; and Social Sciences.

Agenda Item #8C

Inter-Funds Loan Resolution

Agenda Item #8C

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
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 2012, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2012.

TLB/rs

Attachment

**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 2012, 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 2012, 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, 2012.

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

Chairman, Board of Trustees

June 21, 2011
Date

Secretary, Board of Trustees

June 21, 2011
Date

Agenda Item #8D

Building and Maintenance Fund Resolution

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
SUBJECT: Building and Maintenance Fund Resolution

State statute requires that the Board of Trustees approve by a resolution granting 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

BOARD OF TRUSTEES
RESOLUTION
BUILDING AND MAINTENANCE FUND

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for 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 conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by 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 for 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.

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

Chairman, Board of Trustees

June 21, 2011
Date

Secretary, Board of Trustees

June 21, 2011
Date

Agenda Item #8E

Working Cash Fund Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
SUBJECT: Working Cash Fund

The Board of Trustees is required to approve a resolution authorizing the permanent 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 \$30,000 from the Working Cash fund to the General Fund prior to June 30, 2011.

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 \$30,000 Working Cash Fund interest to the General Fund on or before June 30, 2011.

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, 2011;

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 \$30,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2011.

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

Chairman, Board of Trustees

June 21, 2011

Date

Secretary, Board of Trustees

June 21, 2011

Date

Agenda Item #8F

FY 2012 Budget Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
RE: FY 2012 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 20th at Olney Central College, and states that the budget will be adopted by the Board on September 20th, 2011 following the hearing.

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

TLB/rs

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUDGET FY2012

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 2012 fiscal year:

1. Date of Fiscal Year: July 1, 2011 - June 30, 2012
2. Publication of Notice of Public Hearing on Budget: On or before August 5, 2011.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 5, 2011.
4. Mailing Tentative Budget to Board of Trustees: August 5, 2011.
5. Public Hearing on Budget: September 20, 2011 at the hour of 7:00 p.m. local time, Olney Central College, 305 North West Street, Olney, IL 62450.
6. Adoption of Budget: September 20, 2011 following the Public Hearing.

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

Chairman, Board of Trustees

June 21, 2011
Date

Secretary, Board of Trustees

June 21, 2011
Date

Agenda Item #8G

Prevailing Wage

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
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 campus 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 2011**, 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 21st day of June, 2011.

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 21st day of June, 2011, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 21st day of June, 2011.

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 21, 2011
(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 21, 2011, 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 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		24.400	24.850	1.5	1.5	2.0	5.550	9.450	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		28.310	29.810	2.0	2.0	2.0	6.400	8.830	0.000	0.630
CARPENTER		BLD		29.600	31.850	1.5	1.5	2.0	7.350	11.50	0.000	0.420
CARPENTER		HWY		27.530	29.280	1.5	1.5	2.0	7.350	11.50	0.000	0.420
CEMENT MASON		BLD		29.510	31.010	1.5	1.5	2.0	6.400	8.100	0.000	0.500
CEMENT MASON		HWY		26.080	27.580	1.5	1.5	2.0	6.400	5.470	0.000	0.300
CERAMIC TILE FNSHER		BLD		28.350	0.000	1.5	1.5	2.0	6.400	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		33.370	35.710	1.5	1.5	2.0	5.350	7.980	0.000	0.290
ELEVATOR CONSTRUCTOR		BLD		39.100	43.990	2.0	2.0	2.0	10.53	10.71	2.350	0.000
GLAZIER		BLD		26.330	27.580	1.5	1.5	2.0	4.850	5.200	0.000	0.300
HT/FROST INSULATOR		BLD		28.920	29.920	1.5	1.5	2.0	4.800	8.160	0.000	0.280
IRON WORKER		ALL		27.500	30.250	1.5	1.5	2.0	6.200	10.70	0.000	0.300
LABORER		BLD		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
LABORER		HWY		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
LATHER		BLD		29.600	31.850	1.5	1.5	2.0	7.350	11.50	0.000	0.420
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		BLD		28.350	0.000	1.5	1.5	2.0	6.400	7.430	0.000	0.000
MARBLE MASON		BLD		29.850	0.000	1.5	1.5	2.0	6.400	7.430	0.000	0.000
MILLWRIGHT		BLD		29.620	31.870	1.5	1.5	2.0	7.350	11.94	0.000	0.420
MILLWRIGHT		HWY		31.220	32.970	1.5	1.5	2.0	7.350	12.25	0.000	0.420
OPERATING ENGINEER		ALL	1	34.550	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
OPERATING ENGINEER		ALL	2	22.450	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
PAINTER		ALL		26.000	27.500	1.5	1.5	2.0	7.050	8.230	0.000	0.450
PILEDRIIVER		BLD		30.100	32.350	1.5	1.5	2.0	7.350	11.50	0.000	0.420
PILEDRIIVER		HWY		28.530	30.280	1.5	1.5	2.0	7.350	11.50	0.000	0.420
PIPEFITTER		ALL		33.970	36.520	1.5	1.5	2.0	5.850	6.630	0.000	0.610
PLASTERER		BLD		29.970	31.970	1.5	1.5	2.0	6.400	9.300	0.000	0.500
PLUMBER		ALL		33.970	36.520	1.5	1.5	2.0	5.850	6.630	0.000	0.610
ROOFER		BLD		26.500	29.500	1.5	1.5	2.0	3.950	4.500	0.000	0.350
SHEETMETAL WORKER		BLD		29.650	31.130	1.5	1.5	2.0	6.450	6.500	0.000	0.600
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON		BLD		28.310	29.810	2.0	2.0	2.0	6.400	8.830	0.000	0.630
TERRAZZO FINISHER		BLD		28.350	0.000	1.5	1.5	2.0	6.400	7.430	0.000	0.000
TERRAZZO MASON		BLD		29.850	0.000	1.5	1.5	2.0	6.400	7.430	0.000	0.000
TILE LAYER		BLD		29.600	31.850	1.5	1.5	2.0	7.350	11.50	0.000	0.420
TILE MASON		BLD		29.850	0.000	1.5	1.5	2.0	6.400	7.430	0.000	0.000
TRUCK DRIVER		ALL	1	28.955	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	2	29.355	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	3	29.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	4	29.805	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	5	30.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		O&C	1	23.160	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		O&C	2	23.480	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		O&C	3	23.640	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		O&C	4	23.840	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		O&C	5	24.440	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TUCKPOINTER		BLD		28.310	29.810	2.0	2.0	2.0	6.400	8.830	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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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 217-782-1710 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 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		24.400	24.850	1.5	1.5	2.0	5.550	9.450	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		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
CARPENTER		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
CARPENTER		HWY		30.440	32.190	1.5	1.5	2.0	6.050	5.750	0.000	0.350
CEMENT MASON		BLD		27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000	0.500
CEMENT MASON		HWY		26.080	27.580	1.5	1.5	2.0	6.400	5.470	0.000	0.300
CERAMIC TILE FNSHER		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	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		33.370	35.710	1.5	1.5	2.0	5.350	7.980	0.000	0.290
FLOOR LAYER		BLD		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000	0.350
GLAZIER		BLD		26.330	27.580	1.5	1.5	2.0	4.850	5.200	0.000	0.300
HT/FROST INSULATOR		BLD		28.920	29.920	1.5	1.5	2.0	4.800	8.160	0.000	0.280
IRON WORKER		ALL		27.020	28.270	1.5	1.5	2.0	5.760	9.600	0.000	0.345
LABORER		BLD		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
LABORER		HWY		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
MARBLE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
MILLWRIGHT		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
MILLWRIGHT		HWY		30.940	32.690	1.5	1.5	2.0	6.050	5.750	0.000	0.350
OPERATING ENGINEER		ALL	1	34.550	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
OPERATING ENGINEER		ALL	2	22.450	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
PAINTER		ALL		26.000	27.500	1.5	1.5	2.0	7.050	8.230	0.000	0.450
PILEDRIVER		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
PILEDRIVER		HWY		30.940	32.690	1.5	1.5	2.0	6.050	5.750	0.000	0.350
PIPEFITTER		ALL		33.970	36.520	1.5	1.5	2.0	5.850	6.630	0.000	0.610
PLASTERER		BLD		27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000	0.500
PLUMBER		ALL		33.970	36.520	1.5	1.5	2.0	5.850	6.630	0.000	0.610
ROOFER		BLD		24.800	27.300	1.5	1.5	2.0	8.300	6.280	0.000	0.550
SHEETMETAL WORKER		ALL		31.390	32.890	1.5	1.5	2.0	6.430	6.490	1.890	0.360
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TERRAZZO FINISHER		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TILE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TRUCK DRIVER		ALL	1	28.955	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	2	29.355	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	3	29.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	4	29.805	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	5	30.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TUCKPOINTER		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	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)

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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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.

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.

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 217-782-1710 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 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		24.400	24.850	1.5	1.5	2.0	5.550	9.450	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		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
CARPENTER		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
CARPENTER		HWY		30.440	32.190	1.5	1.5	2.0	6.050	5.750	0.000	0.350
CEMENT MASON		BLD		29.510	31.010	1.5	1.5	2.0	6.400	8.100	0.000	0.500
CEMENT MASON		HWY		26.080	27.580	1.5	1.5	2.0	6.400	5.470	0.000	0.300
CERAMIC TILE FNSHER		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	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		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000	0.350
GLAZIER		BLD		26.330	27.580	1.5	1.5	2.0	4.850	5.200	0.000	0.300
HT/FROST INSULATOR		BLD		28.920	29.920	1.5	1.5	2.0	4.800	8.160	0.000	0.280
IRON WORKER		ALL		27.020	28.270	1.5	1.5	2.0	5.760	9.600	0.000	0.345
LABORER		BLD		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
LABORER		HWY		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
MARBLE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
MILLWRIGHT		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
MILLWRIGHT		HWY		30.940	32.690	1.5	1.5	2.0	6.050	5.750	0.000	0.350
OPERATING ENGINEER		ALL 1		34.550	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
OPERATING ENGINEER		ALL 2		22.450	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
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	6.250	5.550	0.000	0.300
PAINTER		HWY		25.600	26.600	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER OVER 30FT		BLD		25.200	26.200	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER PWR EQMT		BLD		25.450	26.450	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER PWR EQMT		HWY		26.600	27.600	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PILEDRIVER		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
PILEDRIVER		HWY		30.940	32.690	1.5	1.5	2.0	6.050	5.750	0.000	0.350
PIPEFITTER		BLD		32.270	34.210	1.5	1.5	2.0	5.850	8.310	0.000	0.700
PLASTERER		BLD		29.970	31.970	1.5	1.5	2.0	6.400	9.300	0.000	0.500
PLUMBER		BLD		32.270	34.210	1.5	1.5	2.0	5.850	8.310	0.000	0.700
ROOFER		BLD		26.340	28.340	1.5	1.5	2.0	6.280	4.750	0.000	0.360
SHEETMETAL WORKER		ALL		31.390	32.890	1.5	1.5	2.0	6.430	6.490	1.890	0.360
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TERRAZZO FINISHER		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TERRAZZO MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TILE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TRUCK DRIVER		ALL 1		28.955	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL 2		29.355	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL 3		29.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL 4		29.805	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL 5		30.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		O&C		13.940	0.000	1.5	1.5	2.0	2.550	1.500	0.000	0.000
TUCKPOINTER		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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, 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

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 217-782-1710 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 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		24.400	24.850	1.5	1.5	2.0	5.550	9.450	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		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
CARPENTER		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
CARPENTER		HWY		30.440	32.190	1.5	1.5	2.0	6.050	5.750	0.000	0.350
CEMENT MASON		BLD		27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000	0.500
CEMENT MASON		HWY		26.080	27.580	1.5	1.5	2.0	6.400	5.470	0.000	0.300
CERAMIC TILE FNSHER		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
ELECTRICIAN		ALL		36.830	39.080	1.5	1.5	2.0	5.350	8.470	0.000	0.730
ELECTRONIC SYS TECH		BLD		29.530	31.280	1.5	1.5	2.0	5.250	3.840	0.000	0.250
FLOOR LAYER		BLD		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000	0.350
GLAZIER		BLD		26.330	27.580	1.5	1.5	2.0	4.850	5.200	0.000	0.300
HT/FROST INSULATOR		BLD		28.920	29.920	1.5	1.5	2.0	4.800	8.160	0.000	0.280
IRON WORKER		ALL		27.020	28.270	1.5	1.5	2.0	5.760	9.600	0.000	0.345
LABORER		BLD		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
LABORER		HWY		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000	0.800
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
MARBLE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
MILLWRIGHT		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
MILLWRIGHT		HWY		30.940	32.690	1.5	1.5	2.0	6.050	5.750	0.000	0.350
OPERATING ENGINEER		ALL	1	34.550	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
OPERATING ENGINEER		ALL	2	22.450	0.000	1.5	1.5	2.0	6.350	8.000	0.000	0.750
PAINTER		ALL		23.020	23.520	1.5	1.5	2.0	4.950	6.800	0.000	0.430
PAINTER OVER 30FT		ALL		26.120	26.620	1.5	1.5	2.0	4.950	6.800	0.000	0.430
PAINTER PWR EQMT		ALL		26.120	26.620	1.5	1.5	2.0	4.950	6.800	0.000	0.430
PILEDRIVER		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000	0.400
PILEDRIVER		HWY		30.940	32.690	1.5	1.5	2.0	6.050	5.750	0.000	0.350
PIPEFITTER		BLD		32.250	35.470	1.5	1.5	2.0	8.250	8.850	0.000	1.200
PLASTERER		BLD		27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000	0.500
PLUMBER		BLD		32.250	35.470	1.5	1.5	2.0	8.250	8.850	0.000	1.200
ROOFER		BLD		23.000	24.000	1.5	1.5	2.0	8.300	3.800	0.000	0.000
SHEETMETAL WORKER		ALL		31.390	32.890	1.5	1.5	2.0	6.430	6.490	1.890	0.360
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TERRAZZO FINISHER		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TERRAZZO MASON		BLD		28.500	28.800	1.5	1.5	2.0	8.200	7.030	0.000	0.430
TRUCK DRIVER		ALL	1	30.460	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL	2	30.890	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL	3	31.120	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL	4	31.380	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL	5	32.200	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TUCKPOINTER		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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, 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 217-782-1710 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 #8H

Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
RE: Payment of Accrued Bills

The District's fiscal year ends on June 30th, and under general accounting rules, the District may pay bills accrued in June, but received in July, as expenses for FY2011. By July 14th all FY11 accrued bills 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 FY11 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 #8I

MOU between OCC and Richland Health Office

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
RE: Memorandum of Understanding between Richland County TB & Health Office (RCHO) and Olney Central College (OCC)

The RCHO has asked OCC for use of the OCC Gym and parking area adjacent to the Gym for dispensing of medications or vaccines in the event of an emergency/disaster event.

Under the agreement, OCC would provide RCHO with the name and phone numbers of people to contact at OCC, provide basic floor plans of OCC grounds and facilities, and provide help in setting up a distribution area including organizing tables, chairs and waste receptacles.

Under the agreement, RCHO would notify OCC employees of the intent to distribute medications and vaccines from the facility, give OCC staff and immediate family priority of distribution and provide phone contact information to OCC.

This memorandum is not intended to create binding or legal obligations on either party. The document is to be reviewed annually and may be terminated by either party upon thirty days (30) upon written notice. I have attached a copy of the Memorandum of Understanding proposed by RCHO for the Board's review.

I ask the Board's approval of the Memorandum of Understanding.

TLB/rs

Attachment

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**RICHLAND COUNTY TB & HEALTH OFFICE
AND
OLNEY CENTRAL COLLEGE (OCC)**

- I. **General Purpose:** To provide the Richland County TB & Health Office use of their gym and parking area adjacent to the gym for dispensing of medications or vaccines in the event of emergency/disaster event.

It is the intent of this agreement to:

- A. Define the responsibilities and information needed to carry out this agreement.

II. Responsibilities of each agency:

A. Richland County TB & Health Office will:

1. Give 24-48 hour notice to specified OCC individual(s) of the intent to distribute meds/vaccines from their facility.
2. Give information of the extent of the situation and time needed to carry out distribution.
3. Give OCC staff & immediate families priority of distribution from a list provided by OCC that includes names of employees and names of immediate family members.
4. Provide the following 24/7 phone number contact information to OCC representatives.
Deborah Lamb, RN Richland County TB & Health Nurse
Office phone: 392-6241
Cell phone: 839-9828
Home phone: 395-4061

B. Olney Central College will:

1. Provide Richland County TB & Health Office with 24/7 names and phone number contact information in the event of an emergency event.
2. Provide basic floor plans of the grounds and facility for assessment of safety and traffic flow before any emergency event takes place.
3. Provide help in setting up distribution area, such as organizing tables, chairs, waste receptacles, etc.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. Review of this agreement will be done annually. This agreement may be terminated by either party upon thirty (30) days written notice.

Agreed to and accepted by:

Richland County TB & Health Office

Olney, Illinois

Terry Bruce
CEO of IECC District #529

Date_____

Review Date:_____ Initials_____
Review Date:_____ Initials_____
Review Date:_____ Initials_____

Rodney Ranes
President of Olney Central College

Date_____

Review Date:_____ Initials_____
Review Date:_____ Initials_____
Review Date:_____ Initials_____

IECC Board Member

Date_____

Review Date:_____ Initials_____
Review Date:_____ Initials_____
Review Date:_____ Initials_____

Deborah Lamb, RN
Richland County TB & Health Office

Date_____

Review Date:_____ Initials_____
Review Date:_____ Initials_____
Review Date:_____ Initials_____

Agenda Item #8J

Software Purchase for Student Assessment HLC Compliance

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2011

RE: Software Purchase for Student Assessment HLC Compliance

Illinois Eastern Community Colleges is currently a pioneer institution in the Higher Learning Commission's Open Pathways Demonstration Project: Cohort Two. IECC was chosen as one of a select group of institutions for the purpose of pilot testing a proposed new model for continued accreditation which includes two components: the Assurance Process and the Improvement Process.

The Assurance Process will require the accumulation of electronically stored information and data which will include uploaded evidentiary materials and Assurance Arguments to demonstrate IECC continues to meet the Criteria of Accreditation and the federal requirements.

The Improvement Process of the Open Pathways Project will be fulfilled by IECC's continued participation in the Academy for Assessment of Student which continues to develop institutional culture and increase institutional commitment to assessing and improving student learning.

The collection and review of assessment results and data and the required accumulation of electronic reports, data, and information for the Open Pathways Demonstration Project have determined that the District needed to review software programs that will allow IECC to collect all of its assessment data systematically and generate detailed reports for accreditation, compliance, strategic planning, analysis, and program improvement. The Students First Team and members of the Open Pathways Project Team reviewed four software programs addressing assessment, accreditation, and planning and have recommended Compliance Assist as the software that meets these assessment and accreditation standards and requirements.

Compliance Assist is a fully integrated and comprehensive system for maintaining accreditation, assessment, institutional research and planning at IECC. Compliance Assist will provide the tools necessary for IECC to create a comprehensive, coordinated and centralized assessment approach for the District. The 5 year quote from Compliance Assist includes selected modules which will provide IECC maximum flexibility in data collection, reporting, organization, and district-wide integration.

I ask the Board's acceptance on the Compliance Assist software quote and license agreement, which follows.

TLB/rs

LICENSE AGREEMENT

This License Agreement (“LICENSE”) is an agreement between (“the Institution”) and Campus Labs, LLC (“Campus Labs”), located at 210 Ellicott Street, Suite 200; Buffalo, New York 14203. This agreement grants to the Institution certain rights to access the Campus Labs Program as described herein. By accessing or otherwise using the Campus Labs Program, the Institution agrees to be bound by the terms of this license.

The Campus Labs Programs are designed to assist institutions of higher education in the compilation and reporting of various campus-wide data, reported online from a database hosted and maintained by Campus Labs that provides secure access for the Institution via passwords and, in some cases, is designed to be combined with other institutional datasets. The Campus Labs Programs, and specific product components and assistance to which Licensee has access hereunder, are referred to herein as “the Programs.”

1. GRANT OF LICENSE; LICENSE PERIOD

Access to Programs. During the License Period you will have access to the Program(s) set forth below, subject to the terms of this Agreement.

License Period. This Agreement shall be in effect as described in Attachment A commencing on the date set forth below (“the License Period”).

Renewal and Termination. This License Agreement will renew on an annual basis commencing on the date listed below. At least 30 days prior to the renewal date, Campus Labs will notify the Institution of this renewal, confirm said renewal, with the licensee being billed on the renewal date.

Pricing. License costs and Payment Terms applicable to the use of the Programs by the Institution are set forth below.

2. SUPPORT AND SERVICES

Support Services. During the License Period, the Institution will have access to technical support and support services (“Standard Services”). Included in Standard Services are telephone and online support and consulting, professional development webinars and available Program updates.

Additional Services. Support services that are beyond the scope of Standard Services may call for significant consultations, research, development and/or analysis (“Additional Services”) will be charged to the Institution as fees for such services. In cases where requests made by the Institution are not Standard Services, but rather Additional Services, such requests will be clearly identified as Additional Services to the Institution for approval before any fees are incurred.

3. AUTHORIZED USE

Divisional Use. During the License Period, the Institution may make use of the Programs in the university departments set forth below. When requested, other Institution departments may utilize the Program(s), upon prior written request to and approval from, Campus Labs, in each case (a “Secondary Allowance”). If other Institution departments wish to utilize the Campus Labs Program for a number of projects that exceed the scope of this Secondary Allowance, such departments will require separate licensing from Campus Labs.

Policy on "Third Parties". This license does not permit use of the Programs parties other than the licensed and approved Divisions of the Institution and employees thereof.

4. OWNERSHIP OF INFORMATION AND CONFIDENTIALITY

Ownership of Data. At all times during and after the License Period, all survey data sets the Institution generates shall remain the exclusive property of the Institution.

Ownership of Contacts. During and after the License Period, all Institution-specific contact sets (including the email addresses, identification numbers or identities of students or other Institution constituents) shall remain the exclusive property of the Institution and qualify as "Confidential" as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act ("FERPA").

Ownership of Program and Copyright Protection. The Programs are registered with the U.S. Copyright Office, and are protected by United States copyright laws and by other U.S. and international intellectual property laws. The Programs contain valuable trade secrets and other confidential proprietary information developed by Campus Labs at significant cost and expense, the loss of which would cause Campus Labs irreparable harm. Access to the Programs is licensed, not sold, to the Institution and Campus Labs reserves all rights not expressly granted herein.

Confidentiality. At all times, Campus Labs shall maintain Institutional data in a confidential manner. Campus Labs shall not disclose, or cause to be disclosed, Institutional data, without first receiving written permission from the Institution, except in connection with a governmental demand or order, subpoena or other legal process. In addition, Campus Labs shall indemnify and hold the Institution harmless from and against any claims arising from any unauthorized disclosure. The Institution shall not, directly or indirectly, divulge, lease, assign, sublicense, modify or distribute the Campus Labs Programs, in whole or in part, to anyone of the neither Institution, nor grant or permit access to the Programs by an unauthorized person.

Indemnity. Campus Labs represents and warrants that it has the right and authority to license the Program(s) that it will provide under this Agreement. Subject to the limitations set forth below, Campus Labs at its sole cost and expense, shall indemnify and hold harmless the Institution from and against any and all claims, damages, suits (or settlements thereof) and expenses (including but not limited to actual attorneys' fees) that arise from a claim that the Institution's use of the Program(s), consistent with the terms and provisions of this Agreement, constitutes an infringement upon that party's copyright, trademark, patent or other intellectual property rights; provided that the Institution promptly notifies Campus Labs in writing and permits Campus Labs to defend and settle such claim, giving Campus Labs all assistance reasonably requested. The foregoing indemnity shall not apply to any infringement arising out of any use of the Program(s) in any manner not authorized herein. This indemnity is Campus Labs' sole obligation and the Institution's exclusive remedy for any proprietary rights infringement.

5. LIMITATION OF LIABILITY

General Liability. In no event shall Campus Labs or its suppliers be liable for any special, incidental, indirect, or consequential damages arising out decisions made based on the Institution's use of the Campus Labs Program or the provision of or failure to provide support services or consulting services, including any damages relating to the Institution's use of the Program(s) that infringes on the rights or intellectual property of any other parties or a breach of the Confidentiality rights of this Agreement.

6. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, contracts and negotiations, written or oral.

7. GOVERNING LAW. This License is governed exclusively by the laws of the State in which the Institution is located, without giving effect to principles of conflicts of laws. Any dispute arising hereunder will be heard exclusively in a court of competent jurisdiction in the County in which the Institution is located.

IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

Illinois Eastern Community College

CAMPUS LABS

By: _____

By: _____

Name: _____

Michael Weisman
Vice President

Title: _____

Licensed Programs(s):



Compliance Assist! modules listed in Attachment A.

Authorized for use by all institutional departments and divisions, no Secondary Allowances are required for Compliance Assist! products.

First Year License Cost: TBD

First Renewal Date: TBD

Primary Contact(s): Chris Cantwell, Associate Dean, Academic & Student Support Services,
cantwellc@iecc.edu, 618-393-2982

Nixie Hnetkovsky, Director of Student Learning Assessment,
hnetkovskyn@iecc.edu, 618-842-3711 ext.4016

Payment Details: Upon receipt of executed documentation by fax or scan, an invoice will be provided from Campus Labs via email. Payment is due "net 30" upon receipt of invoice.

Agenda Item #8K

Application Fee Increase for International Program

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
RE: International Application Fee Increase

International students applying at IECC currently pay a \$50.00 application fee. The cost of international shipping has increased from \$50.00 to \$75.00.

I ask the Board's approval to increase the International Application Fee from the current \$50.00 to \$75.00 effective for applications filed for Fall 2011.

TLB/rs

Agenda Item #8L

Affiliation Agreement with:

**Sarah Bush – Phlebotomy – OCC
Evansville State Hospital – Associate Degree Nursing
Women’s Hospital – Associate Degree Nursing
Meadowood – Basic Nurse Assistant – WVC
Martinsville Pharmacy – Pharmacy Technician – LTC
Dr. M. Elliott – Certified Medical Assistant – LTC
Wabash County Health Department – Associate Degree Nursing**

Observation Agreement with:

**Small World – Associate Degree Nursing
Wabash County Health Department – Associate Degree Nursing**

Addendum to Agreement with:

Women’s Hospital – Associate Degree Nursing

Agenda Item #8L

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 21, 2011
RE: Affiliation Agreements

What follows are fourteen affiliation, observation and addendum agreements dealing with Basic Nurse Assistant, Phlebotomy, Associate Degree Nursing, Pharmacy Technician, and Medical Assistant.

I ask the Board's approval of the following list of agreements:

Sarah Bush Lincoln Health Center – Phlebotomy – OCC
Evansville State Hospital – Associate Degree Nursing
Women's Hospital – Associate Degree Nursing
Meadowood – Basic Nurse Assistant – WVC
Martinsville Pharmacy – Pharmacy Technician – LTC
Dr. M. Elliott – Certified Medical Assistant – LTC
Wabash County Health Dept.- Associate Degree Nursing
Observation Agreement with Small World – Associate Degree Nursing
Observation Agreement with Wabash County Health Dept.- Associate Degree Nursing
Addendum to Agreement with Women's Hospital – Associate Degree Nursing

TLB/rs

Attachments

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program

AND

Sarah Bush Lincoln Health Center
1000 Health Center Drive
Mattoon, IL 61938

THIS AGREEMENT made and entered into this 27th day of May 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and **Sarah Bush Lincoln Health Center** (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 27th day of May 2011.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

gg 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

**PROFESSIONAL SERVICES CONTRACT
INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION,
DIVISION OF MENTAL HEALTH AND ADDICTION
AND EVANSVILLE STATE HOSPITAL
CONTRACT WITH:**

**ILLINOIS EASTERN COMMUNITY COLLEGE
EDS NUMBER: B8-1-99-11-HJ-1743**

This Contract (the "Contract"), entered into by and between the **Indiana Family and Social Services Administration, Division of Mental Health and Addition** and **Evansville State Hospital** (the "State") and **Illinois Eastern Community College** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

Evansville State Hospital shall permit Illinois Eastern Community College to assign students enrolled in Illinois Eastern Community College's nursing program to perform their clinical rotation at Evansville State Hospital during the school year. The duties and responsibilities of the Illinois Eastern Community College and Evansville State Hospital are set forth in **Exhibit 1** Scope of Work attached hereto and incorporated herein.

2. Consideration.

This is a Zero Dollar contract. No monetary payments shall be made by either party. This is a mutually beneficial agreement that provides necessary training and experience to students as well as providing additional attention and services to patients at the facility. The details are shown on **Attachment A**, which is attached hereto and incorporated fully herein.

3. Term.

This Contract shall commence on **January 1, 2011** and remain in effect through **December 31, 2015**.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an

independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

7. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

8. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information and Security and Privacy of Health Information.

To the extent that the Contractor conducts a "standard transaction" (as defined by 45 CFR § 162.103) on behalf of State the Contractor shall comply with the Transaction Standards, as may be amended from time to time, and shall provide documentation of its compliance with them, including a summary of project plans for remediation, status reports of remediation efforts, summary of test results, copies of certifications, if any, and the Contractor's statement affirming completion of all requirements. Such compliance shall be maintained at no additional cost to the State.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of Contractor's breach of this Section.

Security and Privacy of Protected Health Information, Drug and Alcohol Abuse Patient Records, and Confidentiality of State Information.

- A. HIPAA. If the Contractor receives Protected Health Information (PHI) from the State and such PHI is determined to be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), the Contractor agrees

to comply with all such requirements, including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to the contract, to maintain compliance during the term of the contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under the contract. The Contractor agrees to comply with all applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

1. Implementing the following HIPAA requirements for any forms of PHI that the Contractor receives, maintains, or transmits on behalf of [Insert FSSA Business Unit]:
 - a. Administrative safeguards under 45 CFR § 164.308
 - b. Physical safeguards under 45 CFR § 164.310
 - c. Technical safeguards under 45 CFR § 164.312
 - d. Policies and procedures and documentation requirements under 45 CFR § 164.316;
2. Implementing a disaster recovery plan, as appropriate, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
3. Not using or further disclosing PHI other than as permitted or required by this Contract or by applicable law;
4. Immediately reporting to the FSSA HIPAA Compliance Office any security and/or privacy incident of which the Contractor becomes aware;
5. Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the FSSA HIPAA Compliance Office any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;
6. Ensuring that any subcontractors or agents to whom the Contractor provides PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding PHI and agrees to implement the required safeguards to protect it;
7. Making the Contractor's internal practices, books and records related to the use or disclosure of PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State compliance with applicable law. The Contractor shall immediately notify the FSSA HIPAA Compliance Office upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the FSSA HIPAA Compliance Office with copies of any materials made available in response to such a request;
8. In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;

9. Making available PHI for amendment and incorporating any amendments to PHI in accordance with 45 CFR § 164.526, if the Contractor maintains PHI subject to amendment;
10. In accordance with procedures established by the [Insert FSSA Business Unit], making PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
11. At the discretion of the [Insert FSSA Business Unit], authorizing termination of the Contract if Contractor has violated a material provision of this Section;
12. At the termination of the Contract, return or destroy all PHI received or created under the Contract. If [Insert FSSA Business Unit] determines return or destruction is not feasible, the protections in this agreement shall continue to be extended to any PHI maintained by the Contractor for as long as it is maintained.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

- B. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the FSSA HIPAA Compliance Office.
- C. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract. The Contractor shall immediately report any unauthorized disclosures of Social Security numbers to the FSSA HIPAA Compliance Office.

12. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

14. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

- C. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
1. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction.
 2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Eligibility Verification.

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

18. Employment Option.

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

19. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

20. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

22. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

23. Independent Contractor.

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

24. Information Technology Enterprise Architecture Requirements.

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

25. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with a minimum liability limit of \$1,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$1,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

26. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are **Not Applicable**.

27. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

28. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

29. Minority and Women's Business Enterprises Compliance.

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

None

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

30. Nondiscrimination.

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

31. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Gina R. Eckart, Director
Division of Mental Health and Addiction, MS16
402 West Washington, W-353
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**Tammy D. Fralicker, Associate Dean of Nursing & Allied Health
Illinois Eastern Community College
305 North West Street
Olney, IL. 62450**

32. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following

order: (1) This Contract and (2) attachments prepared by the State. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

33. Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

34. Payments.

A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

B. If this Contract involves a requirement that the Contractor be paid in advance for maintenance of equipment and/or pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. Claims shall be submitted to the State within Sixty (60) calendar days following the end of the month in which services were provided. The Division of Mental Health and Addition has the discretion, and reserves the right, to NOT pay any claims submitted later than Sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within Sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly or semi-monthly basis only. If grant funds are involved then at the time that the final claim is submitted, all unexpended grant funds must be returned to the State. No claim adjustments will be accepted after **March 3, 2016**.

D. Claims must be submitted with accompanying supportive documentation generated as designated by the Division of Mental Health and Addition. Claims submitted without supportive documentation will be returned to the Contractor and not processed for payment. Failure to perform or execute the policies or provisions made in this contract may result in the denial of claim reimbursement.

35. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

36. Progress Reports.

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

37. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

38. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

39. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

40. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

41. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

42. Termination for Default.

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines

to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

43. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

44. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

45. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request

46. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the March 2008 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

25. Insurance –Paragraph A, Subparagraph 1 and Subparagraph 2 reduced insurance from \$5 million to \$1 million per occurrence.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

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

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Illinois Eastern Community College

By: _____
Chairman, IECC Board of Trustees

Date: _____

Illinois Eastern Community College

By: _____
Terry L. Bruce, Chief Executive Officer

Date: _____

Evansville State Hospital

By: _____
Cathe M. Fulcher, Superintendent

Date: _____

**Indiana Family and Social Services Administration
Division of Mental Health and Addiction**

By: _____
Gina R. Eckart, Director

Date: _____

Department of Administration

By: _____ (for)
Robert D. Wynkoop, Commissioner

Date: _____

State Budget Agency

By: _____ (for)
Adam M. Horst, Director

Date: _____

**APPROVED as to Form and Legality:
Office of the Attorney General**

By: _____ (for)
Gregory F. Zoeller, Attorney General

Date: _____

Exhibit 1
Scope of Work

This agreement will be reviewed annually and amended as necessary.

Illinois Eastern Community College and Evansville State Hospital (ESH) agree:

1. There will be no discrimination against a student or faculty member because of race, color, creed, sex, religion, age, national origin or handicap in any aspect of this program;
2. It is understood and agreed to by all parties that students and faculty of Illinois Eastern Community College are not employees or agents of the Evansville State Hospital. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
3. There will be ongoing, open communication between Illinois Eastern Community College and Evansville State Hospital to ensure understanding of the expectations and roles of both institutions in providing education for students. Plans, problems and changes will be discussed with appropriate Illinois Eastern Community College and Evansville State Hospital representatives.
4. Students and faculty are required to comply with all policies of the Evansville State Hospital.

Illinois Eastern Community College agrees:

1. Requests for utilization of ESH facilities by nursing students are to be submitted at least 6 months prior to each semester/quarter for consideration by hospital management.
2. That nursing faculty will be licensed to practice as a Registered Nurse in Indiana.
3. To warrant that each student assigned to a clinical rotation at the Evansville State Hospital is in good academic standing at Illinois Eastern Community College and has on file a physical examination, including results of tuberculosis screening, documentation of hepatitis B series OR follow-up titer OR declination form, chicken pox, measles-rubella, mumps, tetanus/diphtheria and immune status for rubella. A satisfactory criminal background check for each student ensuring that each student is in compliance with all applicable requirements is also expected. Upon request by Evansville State Hospital, Illinois Eastern Community College agrees to promptly furnish evidence of satisfactory compliance of the aforementioned requirements. Any student not in compliance with the requirements will not be permitted to perform clinical or other educational functions at Evansville State Hospital.
4. To warrant that each student assigned to a clinical rotation at the Evansville State Hospital has completed an educational program related to Health Insurance Portability and Accountability Act (HIPPA). Illinois Eastern Community College will ensure that all faculty and staff understand the importance of respecting the confidential and privileged nature of all information related to patients and patient records.
5. To direct every effort toward maintaining standards required for accreditation by the North Central Association of Colleges and Secondary and the National League for Nursing Accrediting Commission. In Kentucky, the accreditation is under the Southern Association of Colleges and Schools.
6. To be responsible for and will directly control the educational program in nursing while using the facilities of the Evansville State Hospital by providing competent faculty for the teaching, guiding and supervision of its Nursing students. Nursing students shall be under the direct guidance and supervision of Illinois Eastern Community College's faculty members to whom they are immediately responsible.
7. To assure that students have professional liability insurance with limits of \$1,000,000 per person and \$3,000,000 per occurrence.
8. To retain responsibility for the education of the student and provide contact person for the Evansville State Hospital.

9. To disseminate all pertinent regulations, policies and procedures of the Evansville State Hospital to students and faculty engaged in the educational program.
10. To withdraw from the Evansville State Hospital, at the request of the Evansville State Hospital, any student whose performance is unsatisfactory or for any cause deemed appropriate by the Evansville State Hospital.
11. To review with the Agency's designated liaison person(s) any proposed changes in educational experiences for which students will be placed.
12. To retain ultimate authority and responsibility for the students' educational experiences.
13. To follow Evansville State Hospital policy that no cell phones are allowed on units or in common areas where patients are present. Absolutely no camera phones are allowed in the Evansville State Hospital.

The Evansville State Hospital agrees:

1. To accept from Illinois Eastern Community College the number of students that qualified staff, time and space permit based upon Evansville State Hospital representative's judgment.
2. To direct every effort toward maintaining its accreditation by the Joint Commission on Accreditation of Hospitals and will cooperate with Illinois Eastern Community College by maintaining the standards of patient care required by the National League for Nursing Accrediting Commission for the accreditation of programs in Nursing.
3. To designate person(s) who will act as liaison for the staff.
4. To provide appropriate orientation for faculty and students (see attached listing).
5. To retain ultimate authority and responsibility for client/ patient care.
6. To provide personal protective equipment, e.g., gloves, masks, etc., to students to enable them to practice Standard Precautions and other safety procedures.
7. To render any necessary first aid care to students as is available on site. Students are responsible for any cost incurred unless and until another party is found to be responsible.
8. Illinois Eastern Community College faculty and students, while participating in the Illinois Eastern Community College program with Evansville State Hospital, will be allowed to utilize the designated parking areas, conference rooms as assigned and food services available to ESH staff.

Evansville State Hospital
Mandatory Nursing Student Orientation

The Orientation will be 2 hours in length and includes staff members leading discussions about specifics on the services we provide, our patients and the role of nurses at our facility. The Orientation also includes a tour of facility and a dialog of the following topics:

- HIPAA
- Inappropriate Interactions with or in the Presence of Patients
- Code of Conduct
- Patient Rights
- Human Rights Complaint Report
- Workplace Harassment Prevention
- National Patient Safety Goals
- Hospital Mission Statement
- Environment of Care/Hospital Safety
- Dress Code
- Cell Phones
- Use of Tobacco Products
- Vehicle Parking
- Meal Eligibility
- Keys/Electronic Badges
- Patient Privileges/Folders

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June ,
 2011 , by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing/Practical
Nurse Certificate Program (hereinafter referred to as DISTRICT #529) and

The Women's Hospital	Newburgh	IN
(Agency)	(City)	(State)

(hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care for
observation and participation by the students and faculty of the DISTRICT #529, Nursing
Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the
Associate Dean and/or Department Head of the Nursing Program on behalf of DISTRICT #529
and the Administrator, and the Director of Nursing Service on behalf of the AGENCY. The plan
and program will be organized and agreed to by said persons prior to the commencement of the
courses.
3. DISTRICT #529 will be responsible for the teaching and guidance of the students in
the clinical nursing laboratory practice, and will be available to the nursing students.

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

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing students.

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

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the

Director of Nursing Service, on behalf of the AGENCY, and by the Department Head and/or Associate Dean, on behalf of DISTRICT #529.

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

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

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

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

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

AGENCY

Vice President or
Director of Nursing Services

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

_____ COLLEGE

Department Head of Nursing

Associate Dean of Nursing & Allied Health

President, Olney Central College

Administrator, Hospital or Agency

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.

Revised: 08/02/89; 8/25/92
08/17/94; 10/05/94;
12/12/94; 10/2000; 7/04
7/09; 5/11
Reviewed: 04/28/97; 10/08

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
WABASH VALLEY COLLEGE
and
Meadowood Nursing & Rehabilitation
for
Basic Nurse Assistant Training Program

THIS AGREEMENT made and entered into this 21st of June, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: WABASH VALLEY COLLEGE (hereinafter referred to as DISTRICT), for its BASIC NURSE ASSISTANT TRAINING Programs (hereinafter referred to as PROGRAM) and Meadowood (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

NOW THEREFORE, for and in 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 PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Instruction and/or PROGRAM faculty on behalf of the DISTRICT and the AGENCY designated Administrator 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 use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM faculty, on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Administrator will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patients will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. Persons enrolled and provided instruction of AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
7. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
8. DISTRICT faculty will:
 - a. be responsible for the guiding students and teaching the didactic portion of the PROGRAM;

- b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the AGENCY designated Administrator; and
 - d. review and evaluate, in cooperation with the AGENCY, the student's progress in the clinical setting;
9. The AGENCY's Administrator will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives;
 10. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
 11. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies and the AGENCY;
 12. PROGRAM 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;
 13. 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;
 14. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
 15. The DISTRICT or AGENCY will provide verification of a criminal background check as provided by Illinois law for health care workers for each Student prior to that Student's assignment at the AGENCY. In the event such Authorization and Release are not given by the Student, the Student shall be disqualified from participation at the AGENCY. The results of the check must be satisfactory to the AGENCY;
 16. The AGENCY shall have responsibility for the services provided at the AGENCY. If the AGENCY makes a good faith determination that that student's status or performance places the AGENCY in jeopardy, the DISTRICT will withdraw the student from the PROGRAM at the AGENCY. In the event AGENCY makes this determination, it will discuss matters with the DISTRICT prior to its exercising this right, except in extreme cases;
 17. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
 18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
 19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
 20. The DISTRICT will provide a PROGRAM orientation, upon request, for the AGENCY staff;
 21. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, creed, gender, sexual orientation, religion, veterans status, or disability unrelated to the reasonable physical requirements of the job; if a complaint or allegation of discrimination is made by a participating student against the AGENCY, its employees, agents or representatives, the AGENCY shall conduct an investigation that is consistent with AGENCY policy and report findings to the DISTRICT;
 22. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY;

23. To the extent permitted by law, DISTRICT shall indemnify, defend, and hold harmless the AGENCY, its agents and employees, from any claims, demands, or actions out of the negligent acts or omissions of the DISTRICT, its agents or employees, during the students' participation in the PROGRAM at the AGENCY;
24. The AGENCY hereby assumes all risk of damage to and loss of theft of property at the AGENCY's facilities. Further, the AGENCY agrees to indemnify and hold harmless the DISTRICT, its officers, trustees, agents, and employees from cause whatsoever resulting in injury or death to person related to, or involved in, or participating in PROGRAM activities and hereby waives all claims in respect thereof against DISTRICT. The AGENCY further agrees to indemnify and hold harmless the DISTRICT, its officers, trustees, agents and employees, from and against any and all claims, suits, liabilities, costs, damages, and expenses (including reasonable attorney's fees) arising out of or in connection with:
 - a. Any loss, injury, death, or damage to persons or property on or about the AGENCY's Facilities and/or Grounds by reason of any act, omission or negligence on AGENCY's part;
 - b. Any breach or default in the performance of any obligation on AGENCY's part to be performed under the terms of this Agreement;
25. At all times while this Agreement is in effect, DISTRICT, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance:
 - a. Professional liability coverage for losses arising out of the acts or omissions of DISTRICT or its employees and agents or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate;
 - b. Commercial general liability coverage for losses arising out of the acts or omissions of DISTRICT or its employees or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) annual aggregate. In the event that DISTRICT provides professional liability coverage on a claims-made basis, then coverage (which may include self-insurance coverage) for professional liability resulting from acts or omissions of DISTRICT or DISTRICT's employees or students occurring while this AGREEMENT was in effect;
26. During the term of this Agreement and thereafter, AGENCY and DISTRICT and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by Federal law. Such information includes, but is not limited to: patient records and peer review and utilization review documents; the terms of this Agreement; and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party;
27. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY.
 - a. Notice of termination to AGENCY shall be directed to:

Michael Cunningham
Meadowood Nursing & Rehabilitation
320 South 2nd Street
Grayville, IL 62844

b. Notice of termination to DISTRICT shall be directed to:

Wabash Valley College
Attn: Matt Fowler
2200 College Drive
Mt. Carmel, IL 62863

28. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties;

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials of the DISTRICT and AGENCY this 21st day of June, 2011.

Meadowood Nursing & Rehabilitation

ILLINOIS EASTERN COMMUNITY COLLEGES
WABASH VALLEY COLLEGE

Administrator

Chairman, IECC Board of Trustees

Agency Representative

CEO, Illinois Eastern Community
Colleges

President, Wabash Valley College

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ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Martinsville Pharmacy, Martinsville, IL (hereinafter referred to as AGENCY).
[Identify Above: Agency, City, and State]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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. 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 pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of 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 AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician 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 the AGENCY, and will comply with the policies of the health AGENCY.

Pharmacy technician 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 pharmacy technician practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in pharmacy technician 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 for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

6. The Pharmacy Technician faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to 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. 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. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply space for storage of student personal items not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students as needed.
11. An annual review of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written 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 _____, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/13/06

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 26 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and Dr. Michael Elliott, M.D. Robinson, IL (hereinafter referred to as AGENCY).
[Insert: Agency, City, and State Above]

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S Certified Medical Assistant Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the CMA students.

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

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to medical assistant students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

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

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

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

9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

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

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing students.

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

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the

Director of Nursing Service, on behalf of the AGENCY, and by the Department Head and/or Associate Dean, on behalf of DISTRICT #529.

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

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

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

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

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

_____ COLLEGE

Vice President or
Director of Nursing Services

Department Head of Nursing

Associate Dean of Nursing & Allied Health

President, Olney Central College

Administrator, Hospital or Agency

Chairman, IECC Board of Trustees

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Revised: 08/02/89; 8/25/92
08/17/94; 10/05/94;
12/12/94; 10/2000; 7/04
7/09; 5/11
Reviewed: 04/28/97; 10/08

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

OBSERVATION EXPERIENCE AGREEMENT

Agreement made this 21st day of June , 2011 , between Small World of Mt. Carmel, IL , hereinafter referred to as AGENCY, and Illinois Eastern Community Colleges, District 529, Olney Central College Associate Degree Nursing/Practical Nurse Certificate Program, hereinafter referred to as COLLEGE.

Agreement is for the purpose of providing student observation experience in a facility other than the classroom or clinical setting. An observation experience may be described as:

An opportunity for the nursing student to visit an agency at a designated time to observe the functions of health team and the common well defined health problems of the client treated by said agency.

COLLEGE AGREES TO:

1. Utilize AGENCY for student observation experiences as part of their clinical instruction. These experiences would be under the indirect supervision of a college instructor in that an instructor would not be on AGENCY premises with the students. The instructor will be available by telephone.
2. Provide the AGENCY with written objectives for each observation experience.
3. Comply with rules, regulations and policies of AGENCY that are applicable to AGENCY employees, including, but not limited to health, safety and confidentiality regulations.
4. Insure that students are covered by liability insurance.
5. Retain responsibility for student education.
6. Evaluate total clinical experience received by students from AGENCY.

AGENCY AGREES TO:

1. Retain responsibility for client care.
2. Encourage student learning experiences by providing opportunity for student to interact with staff.

3. Encourage student learning experiences by providing opportunity for student to observe patient care by AGENCY staff.
4. Evaluate total student observation experience.
5. The AGENCY will determine the number of students allowed for each assignment.
6. The AGENCY will determine what nursing functions the student may perform.

AGENCY:

By _____

COLLEGE:

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

By _____
 Department Head

By _____
 Associate Dean of Nursing and Allied Health

By _____
 President, Olney Central College

By _____
 Chairman, IECC Board of Trustees

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Approved: 12/14/87 by Dept. Heads
 Revised: 08/27/92; 10/05/94; 10/2000; 7/04; 5/09; 5/11
 Reviewed: 04/28/97; 10/08

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

OBSERVATION EXPERIENCE AGREEMENT

Agreement made this ____19th____ day of ____May_____, ____2011_____, between ____Wabash
County Health Department____ of _____Mt. Carmel, IL_____, hereinafter referred to as AGENCY, and
Illinois Eastern Community Colleges, District 529, Olney Central College Associate Degree Nursing/Practical Nurse
Certificate Program, hereinafter referred to as COLLEGE.

Agreement is for the purpose of providing student observation experience in a facility other than the classroom or
clinical setting. An observation experience may be described as:

An opportunity for the nursing student to visit an agency
at a designated time to observe the functions of health team
and the common well defined health problems of the client
treated by said agency.

COLLEGE AGREES TO:

7. Utilize AGENCY for student observation experiences as part of their clinical instruction. These experiences would be under the indirect supervision of a college instructor in that an instructor would not be on AGENCY premises with the students. The instructor will be available by telephone.
8. Provide the AGENCY with written objectives for each observation experience.
9. Comply with rules, regulations and policies of AGENCY that are applicable to AGENCY employees, including, but not limited to health, safety and confidentiality regulations.
10. Insure that students are covered by liability insurance.
11. Retain responsibility for student education.
12. Evaluate total clinical experience received by students from AGENCY.

AGENCY AGREES TO:

7. Retain responsibility for client care.
8. Encourage student learning experiences by providing opportunity for student to interact with staff.

9. Encourage student learning experiences by providing opportunity for student to observe patient care by AGENCY staff.
10. Evaluate total student observation experience.
11. The AGENCY will determine the number of students allowed for each assignment.
12. The AGENCY will determine what nursing functions the student may perform.

AGENCY:

WABASH COUNTY HEALTH DEPARTMENT

By _____

COLLEGE:

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

By _____
Department Head

By _____
Associate Dean of Nursing and Allied Health

By _____
President, Olney Central College

By _____
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.

Approved: 12/14/87 by Dept. Heads
Revised: 08/27/92; 10/05/94; 10/2000; 7/04; 5/09; 5/11
Reviewed: 04/28/97; 10/08

ADDENDUM

The university/college agrees that:

1. Each student will undergo a criminal history check prior to the first semester of clinical experience.
2. Each student will undergo a drug test prior to the first semester of clinical experience.
3. Each student name will be reviewed against the nationwide sexual offender index, the Office of Inspector General list of excluded individuals/entities, and General Services Administration excluded parties list.

The Women's Hospital shall provide necessary emergency care to the university/college's faculty members or nursing students while such faculty and students are participating in the clinical education experience provided for herein. The Women's Hospital is a specialty hospital and does not have a general emergency department. Any emergency care required outside of the scope of care provided at the hospital will be referred or transferred to Deaconess Gateway ED for a higher level of care.

If a student or instructor is exposed to blood or infectious body fluids, the individual will be provided the necessary initial testing and basic first aid treatment as needed. Should further care or follow up be necessary such as post exposure prophylaxis, or subsequent serial lab testing the individual will be referred to Deaconess Gateway ED or their primary care physician as appropriate. *The individual will be responsible for any fees incurred for this testing or treatment.*

Both parties have reviewed this addendum and agree it is satisfactory to both parties in testimony whereof, witness the duly authorized signatures of the parties hereto:

Affiliating Agency

THE WOMEN'S HOSPITAL

Signature and Title

Signature and Title

Date

Date

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 21, 2011

RE: Lease Agreements

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

1. OCC Cosmetology Lease – lease for the Cosmetology program property located at 104 E. Main, Olney, IL to extend the lease through June 30, 2012. Monthly rent remains at \$1,200.00. **Board of Trustee 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 extended to June 30, 2012, at the current monthly rental of \$875.00. **Board of Trustee Action is Required.**
3. OCC Phlebotomy and Massage Therapy Lease – lease for the Phlebotomy and Massage Therapy programs located at 108 East Main Street, Olney, IL extended to June 30, 2012, at the current monthly rental of \$1,500.00. **Board of Trustee Action is Required.**
4. IECC and Prairie State Generating Company – lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days notice of either party. No monthly rental charge is paid.
5. IECC/WVC Foundation Lease – lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and terminates on July 25, 2014. The monthly rental is \$5,091.86 and remains constant throughout the term of the lease.
6. IECC Business and Industry Training Lease – lease for building located at 218 East Main Street, Olney, IL for Business and Industry Training, Small Business Development Center, and LWIA 23 staff. The lease is hereby extended to June 30, 2012 at a monthly rental rate of \$2,000. **Board of Trustees Action is Required.**
7. IECC WorkNet Training Center – lease for building located at 214 East Main Street, Olney, IL. The current monthly rental is \$1,200. Because of federal budget cuts in LWIA funding, the LWIA Board has decided to terminate use of this building. Therefore, the Board should authorize notice to the owner that the lease will terminate effective ninety days after notice. **Board of Trustee Action is Required.**

8. IECC/WED Girard Facility Lease – lease of facility for Workforce Education Staff and classroom space at 170 West Center Street, Girard, IL. Lease commenced on January 1, 2007 at \$700 per month. On January 1, 2009 lease increased to current \$800 per month. Lease would be extended from July 1, 2010 to June 30, 2012 at a monthly rate of \$800 per month.
9. 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.
10. IECC/FCC/and University of Illinois Board of Trustees Extension Service Lease – Lease pending subject to General Assembly funding decisions.
11. 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 new lease would be from July 1, 2010 through June 30, 2012, without change in the terms of the lease.
12. 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.
13. IECC/OCC Oil Derrick Lease of Property – The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.

TLB/rs

AMENDMENT TO LEASE AGREEMENT
OCC Cosmetology Lease

This Amendment to Lease Agreement is entered into this 21st day of June 2011, 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 one (1) year, 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, 2012.

Whereas, Lessee is current in its Lease payments to Lessor through June 30, 2011.

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, 2012 and Lessor is agreeable with such an extension.
1. 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.
2. 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 21st day of June 2011, 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, 2011 and to end on June 30, 2012 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 July 1, 2011. 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, contractors 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.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, 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. 2011.

Notary Public

LEASE AGREEMENT
Phlebotomy and Massage Therapy

THIS LEASE made the 21st day of June 2011, 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. Lilleys 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, 2012. The rental of \$1,500.00 per month will be payable on the first day of each month from July 1, 2011 to June 30, 2012.

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 maybe 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 is 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 distraint 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 event 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 diststrain 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 statues, 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

FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT (“License”) is made this ____ day of November 2009, by and between Prairie State Generating Company, LLC, a Delaware limited liability company, (“Licensor”) and Illinois Eastern Community College an educational institution chartered by the State of Illinois (“Licensee”).

WITNESSETH:

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Licensor and Licensee agree as follows:

1. **Use of the Premises.** Subject to the terms and conditions contained herein, Licensor does hereby grant to Licensee a license to use the following described property (the “Premises”): the “mining portion” (as identified by Licensor) of the Licensor’s training center located at 8955 County Highway 12, Venedy, IL 62214, including the parking facilities adjacent thereto.
2. **Term of License.** The term of this License shall continue from month to month until terminated as hereinafter provided. Either party may at any time terminate this License without penalty, upon 30 days advance written notice to the other party.
3. **Consideration.** In consideration of the use of the Premises, Licensee agrees to abide and cause its invitees and guests to abide by all safety rules, rules of conduct, parking and traffic rules, as well as any rules, codes, and standards of conduct of Licensee and to comply with all federal state and local laws.
4. **Insurance.** Licensee shall provide:
 - (a) Comprehensive commercial general liability and public liability insurance including premises liability with minimum limits of \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage.
 - (b) All policies other than those for Worker’s Compensation shall be written on an occurrence and not on a claims made basis. Workers compensation coverage in the amounts and with limits as required by applicable law.
 - (c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
 - (d) All policies shall name Licensor as an additional insured on a primary, non-contributory basis.
5. **Condition of the Premises.** Licensee acknowledges that the Premises are leased “as is”, “where is” and Licensor shall have no obligations or liability with respect to the condition of the Premises
6. **Indemnity.** Licensee shall indemnify Licensor against and hold, it and its parent company and Premises Owners, and each of their employees, officers, directors, members, representatives, and agents harmless from any and all loss or liability arising by reason of any use or condition of the Premises of any part thereof by Licensee, its guests, invitees, employees and representatives during the License term.
7. **Alterations, Repairs and Maintenance.** Licensor shall, from time to time and at any time and without liability to Licensee, have right to change, repair, or maintain the Premises and Licensee recognizes that such changes, repairs and maintenance may cause interruption to the use of the designated

portion of the Premises. Licensor shall use reasonable efforts to minimize the disruption of the planned activities of Licensor. Licensee shall have no right to alter the Premises or add any fixtures without the prior written consent of the Licensor.

8. Premises Owners. As used herein, Premises Owners shall include the following entities: **Indiana Municipal Power Agency**, a body corporate and politic and a political subdivision of the State of Indiana, having an office at 11610 North College Avenue, Carmel, Indiana 46032, **Missouri Joint Municipal Electric Utility Commission**, a body public and corporate of the State of Missouri, having an office at 2407 West Ash, Columbia, Missouri 65203, **Northern Illinois Municipal Power Agency**, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 333 Lincoln Highway, Rochelle, Illinois 62068, **Prairie Power, Inc.**, an Illinois not-for-profit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 2103 South Main Street, Jacksonville, Illinois 62651, **Kentucky Municipal Power Agency**, a joint public agency established pursuant to the laws of the Commonwealth of Kentucky, having an office at 1500 Broadway, Paducah, Kentucky 42002, **Lively Grove Energy Partners, LLC**, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, **AMP 369, LLC**, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, **Illinois Municipal Electric Agency**, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 3400 Conifer Drive, Springfield, Illinois 62704, **Southern Illinois Power Cooperative**, an Illinois not-for-profit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 11543 Lake of Egypt Road, Marion, Illinois 62959, and **Prairie State Energy Campus Management Company**, an Indiana not-for profit corporation.

9. Notices and Representatives. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following Representatives:

Licensor's Representative: _____

Licensee's Representative: _____

10. Assignment. License shall have no right to assign, license, sublet or sublet the Premises.

IT WITNESS WHEREOF, the parties have executed this License in duplicate, the day and year first above written.

PRAIRIE STATE GENERATING COMPANY, LLC

ILLINOIS EASTERN
COMMUNITY COLLEGE
DISTRICT #529

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

LEASE AGREEMENT

THIS LEASE made the ____ th day of July 2009, by and between Wabash Valley College Foundation of _____, Mt. Carmel, Illinois, hereinafter called "Foundation", and Illinois Eastern Community College District #529, 233 East Chestnut Street, Olney, Illinois 62450, hereinafter called "District".

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

1. Foundation hereby leases to District premises City of Mt. Carmel, Illinois having following legal description, to wit:

310-314 West Third Street in the City of Mt. Carmel, Wabash County, Illinois

to be used by District as an instructional area primarily for teaching and other activities that are required for the successful operation of instructional programs for a term commencing July 25, 2009 and terminating July 25, 2014. The final payment, due July 25, 2014, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments. District is hereby given the option of purchasing the above referenced premises for an additional one dollar (\$1.00) to be paid with the final payment. The rental of \$5,091.86 per month will be payable on the 25th day of each month from July 25, 2009 to July 25, 2014.

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

2. District hereby takes the lease to the said premises and agrees to pay the rent Provided.
3. District covenants with Foundation that at the expiration of the term of this lease, or renewal hereof, District will yield up the premises to Foundation without further notice in as good condition as when same were entered upon by District, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. District will arrange for and pay for all deposits and use for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.
5. During the term hereof, or renewal hereof, if any, District will at its expense maintain the exterior or outside and structural portion of the building and the major plumbing. During the term of this lease and any renewal hereof, District will, at its expense maintain in good repair all parts of the premise leased and shall keep all toilets and sink traps unstopped. District 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 Districts invitees.
6. The District shall be solely responsible for selecting and installing all fixtures and shall maintain possession of all fixtures and other items installed by District upon the premises (whether or not

said additional items are legally classified as fixtures) shall continue to be treated as in the possession of District including the right to remove all of said fixtures and said items so installed by District, upon termination or cancellation of this lease. This shall include, but not be limited to the following fixtures or items installed by the District:

G. All plumbing materials and fixtures above the floor;

H. All partitions;

I. All conduits above the ceiling;

J. All electrical fixtures purchased by District;

K. The fire alarm system;

L. All other appurtenances installed or attached to the premises by District in Order to utilize the premises for its intended use.

7. District represents to Foundation that District 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 District accepts the condition of the demised premises in its present condition "As Is". Foundation makes no representation or warranty with respect to the condition of the demised premises or its fitness or availability for any particular use, and Foundation shall not be liable for any latent or patent defect discovered therein.
8. Foundation will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
9. District 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 Foundation, which will not be unreasonably withheld. District will not make any alterations or additions to the premises without prior written consent of Foundation; District 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 District or any third parties as against the right, title or interest of Foundation 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 District hereunder and shall be subject and subordinate to all the rights, title and interest of the Foundation in and to said premises and building.
10. Foundation shall have free access to the premises hereby leased for the purpose of examining for appropriate use. However, Foundation agrees that it will not exercise its access to said premises and Foundation will do nothing to violate the confidentiality of the clients of the District.

11. District shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein; District 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 any of their respective departments.
12. The provisions of this lease shall bind and inure to the benefit of the Foundation and District and their respective heirs, successors, legal representatives and assigns.
13. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by District, it shall be lawful for Foundation 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 Foundation; 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 Foundation 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 event Foundation is required to employ an attorney to enforce its rights under this contract, it shall be entitled to receive from District his attorney fees and cost of suit.

Notwithstanding the foregoing, Foundation agrees to give the District 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, District 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.

14. 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 District, 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, Foundation 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 Foundation's control shall be considered in determining what constitutes "reasonable dispatch".

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

15. District agrees that during the term of this lease at their expense, they will carry liability insurance with a company acceptable to Foundation 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.

District shall also provide and pay fire, wind damage and full coverage property insurance; and name the Foundation as an other insured.

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

16. District shall not allow any intoxicating beverages or liquors to be served or used on said premises.
17. In case of default in payment of rent under this lease, Foundation may retain so much or all of the personal property that the District may then own situated on the above described real estate as is necessary to satisfy Foundation for all amounts due under this lease including future rentals. District 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, the District is not in default in payment of rent hereunder.
18. Foundation covenants that District, on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.
18. 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 any time by delivery to the other party in writing a change of address delivered to the last stated address of the party.
19. A) If the totality of the premises leased under this Lease is taken by public domain pursuant to the power of eminent domain, this Lease shall terminate as of the date possession is taken by the public authority.
C) If less than the totality is taken pursuant to the power of eminent domain and in the opinion of Foundation is not economically feasible to continue this Lease, Foundation may terminate this Lease as of the date possession is taken by the public authority. If Foundation does not elect to terminate this Lease, the Foundation 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.
20. A) District shall conduct and cause to be conducted, all operations and activity (except for conduct, operations and activity of Foundation or its 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”). Districts 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. District shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications and registrations.

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

C) District 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, asbestos containing materials, polychloride biphenyl and area-formaldehyde, or any other banned or prohibited substance in construction), office equipment, furnishings and supplies, 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 needed 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 District’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 District on the premises provided such activities are performed in compliance with applicable law. District 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 District 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 Federal and State law and regulations. When conducting any such measures, the District shall comply with environmental requirements.

hereto and there are no collateral or oral agreements or understandings. Foundation and District agree that no modification of this agreement shall be binding upon them unless such modification shall be in writing and duly accepted in writing by both parties and approved in writing by the parties.

22. 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 signatures.

Wabash Valley College Foundation Date

Board Chairman Date
Illinois Eastern Community College District #529

Attest: _____
Secretary, Board of Trustees Date
Illinois Eastern Community College District #529

I, Harry Hillis, Secretary to the Board of Trustees of Illinois Eastern Community College District #529, attest and affirm that on July 21, 2009 the Board of Trustees of Illinois Eastern Community College District #529 authorized the lease of the property as described above.

Tommie D. Fehrenbacher
P.O. Box 539
Olney, IL 62450

LEASE

THIS LEASE made the _____ of _____, by and between Tommie D. Fehrenbacher of 1401 Whittle Ave., P.O. Box 539 Olney, Illinois hereinafter called "Landlord" and Illinois Eastern Community Colleges, hereinafter called "Tenant."

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

1. The landlord hereby leases to Tenant storefront premises at 218 E. Main St. Olney IL, to be used by tenant for offices. For a term commencing February 1, 2010 and ending June 30, 2012 at the current monthly rental of \$2,000.00 payable on the 1st day of each month at the beginning of the month 1st day of the month thereafter.
2. Tenant hereby takes the lease to the said premises and agrees to pay the rent above provided.
3. Tenant covenants with the Landlord that at the expiration of the term of this lease, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Tenant will arrange for and pay for all utilities to be used on the premises, including the operation of air conditioning.
6. During the term thereof, Landlord will at his expense maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this lease and any renewal hereof, Tenant will at his expense maintain in good repair all other parts of the premises leased and will assume liability for any glass breakage due to Tenants misuse. Tenant will pay for all cleaning and redecoration.
7. Landlord will pay real estate taxes on the premises that fall due during the term of this lease and renewal hereof, if any.
8. Tenant will not make any alterations or addition to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises leased and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and Subordinate to all the rights, title and interest of the Landlord in and to said premises and building.

9. Landlord shall have free access to premises hereby leased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the leased premises' notices of "For Sale" or "To rent."
10. Tenant will keep the premises in clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State and Municipal laws and regulations concerning same.
11. The provisions of this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives and assigns.
12. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default Tenant and all persons in possession under tenant shall be deemed guilty of forcible detainer of the premises under the statute.
13. Tenant agrees that during the term of this lease at his expense, he will carry liability insurance with a company acceptable to Landlord providing for a minimum of \$300,000.00 per person \$300,000.00 per accident and \$50,000 for property for occurrences on the damaged premises.
14. Tenant shall not allow any intoxicating beverages or liquors to be sold on said premises.
15. Landlord covenants that the Tenant upon paying the rent and performing all 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 the lease.
16. Lessor understands that Lessee is primarily funded by state and federal government grants and appropriations which are subject to annual adjustment and possible elimination due to government funding priorities. Should Lessee's funding levels be significantly reduced, Lessee will be allowed to reduce the amount of Leased space with ninety (90) days written notice and verification of funding change. Should the great majority of Lessee's funding be eliminated, or funding is completely terminated, Lessee will be allowed to terminate tenancy with ninety (9)) days written notice and verification of funding change.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals to the foregoing lease executed in duplicate originals at the office of Tom Fehrenbacher, 1401 Whittle Ave. Olney, IL, on the day and year first above stated. Phone 618-395-2306.

Illinois Eastern Community Colleges

By _____

Title _____

Date _____

Tommy D. Fehrenbacher

Date

Tommie D. Fehrenbacher
P.O. Box 539
Olney, IL 62450

L E A S E

THIS LEASE made June 30, 2010, by and between Tommie D. Fehrenbacher of 1500 Whittle Ave., P.O. Box 539 Olney, Illinois hereinafter called "Landlord" and IECC/Illinois Worknet Center, hereinafter called "Tenant."

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

1. The landlord hereby leases to Tenant storefront premises at 214 E. Main St. Olney IL, to be used by Tenant for offices. For a term commencing July 1, 2010 and ending June 30, 2011. Rent of \$1,200.00 per month payable on the 1st day of each month at the beginning of the month. Rent of \$1,200.00 on the 1st day of the month thereafter.
2. Tenant hereby takes the lease to the said premises and agrees to pay the rent above provided
3. Tenant covenants with the Landlord that at the expiration of the term of this lease, Tenant will yield up possession of the premises to Landlord without further notice in as good condition as when same were entered upon by Tenant, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. Landlord agrees to furnish an air conditioning unit to the premises and to keep it in serviceable condition.
5. Tenant will arrange for and pay for all utilities to be used on the premises, including the operation of air conditioning.
6. During the term thereof, Landlord will at his expense maintain the exterior or outside and structural portions of the building and the major plumbing. During the term of this lease and any renewal hereof, Tenant will at his expense maintain in good repair all other parts of the premises leased and will assume liability for any glass breakage due to Tenants use. Tenant will pay for all cleaning and redecoration.
7. Landlord will pay real estate taxes on the premises that fall due during the term of this lease and renewal hereof, if any.
8. Tenant will not make any alterations or addition to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create or constitute a lien or claim in favor of Tenant or any third parties as against the right, title or interest of Landlord in or to the premises leased and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and Subordinate to all the rights, title and interest of the Landlord in and to said premises and building.

9. Landlord shall have free access to premises hereby leased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the leased premises' notices of "For Sale" or "To rent."
10. Tenant will keep the premises in clean and healthy condition and in accordance with the ordinances of the City of Olney and all Federal, State and Municipal laws and regulations concerning same.
11. The provisions of this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives and assigns.
12. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for the Landlord to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distraint for any rent that may be due thereon, at the election of Landlord; and in order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default Tenant and all persons in possession under tenant shall be deemed guilty of forcible detainer of the premises under the statute.
13. Tenant agrees that during the term of this lease at his expense, he will carry liability insurance with a company acceptable to Landlord providing for a minimum of \$300,000.00 per person, \$300,000.00 per accident, and \$50,000.00 for property for occurrences on the damaged premises.
14. Tenant shall not allow any intoxicating beverages or liquors to be sold on said premises.
15. Landlord covenants that the Tenant upon paying the rent and performing all 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 the lease.
16. Lessor understands that Lessee is primarily funded by state and federal government grants and appropriations which are subject to annual adjustment and possible elimination due to government funding priorities. Should Lessee's funding levels be significantly reduced, Lessee will be allowed to reduce the amount of Leased space with ninety (90) days written notice and verification of funding change. Should the great majority of Lessee's funding be eliminated, or funding is completely terminated, Lessee will be allowed to terminate tenancy with ninety (90) days written notice and verification of funding change.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals to the foregoing lease executed in duplicate originals at the office of Tom Fehrenbacher, 1500 Whittle Ave. Olney, IL, on the day and year first above stated.
Phone 618-395-2306.

Illinois Eastern Community Colleges/Illinois Worknet Center

By _____

Title _____

Date _____

By _____

Title _____

Date _____

Tommie D. Fehrenbacher

Date

Lease Agreement

Wrightsman-Musso, Ltd. Hereinafter "Musso" hereby leases to Illinois Eastern Community Colleges Coal Mining Technology, hereinafter "College." College hereby leases from Musso, suite of office space and class room located at 170 West Center Street, Girard, Illinois, for a term of two (2) year(s) commencing on July 1, 2010 for College's use as a professional office suite and class room.

RENT: College hereby agrees to pay rent for the leased premises as follows:
Lease to be for two (2) years starting July 1, 2010 to June 30, 2012 at a lease amount of \$800.00 per month.

REPAIRS & MAINTENANCE: Musso will provide routine maintenance and repairs to the building exterior. College will be responsible for all maintenance within office suite and class room and general maintenance/upkeep of same area.

INSURANCE: College agrees to carry personal injury liability insurance in the amount of not less than \$1,000,000.00 with Musso as an additional insured, copy of certificate of insurance to be mailed to Wrightsman-Musso, Ltd. Within 30 days from 1-1-07.

UTILITIES: Tennant to be responsible for all utilities.

FIRE: In the event of fire, causing damage which substantially interferes with College's use or occupancy of the premises, College shall have no liability for rent during reconstruction and only pro-rated liability during repair. Musso shall have no obligation to repair, rebuild or furnish alternate quarters. Should Musso repair or rebuild, College shall have first refusal rights to lease said offices at the same rent in effect at the time of the loss for the balance of the term. Musso will make every good faith effort to continue to provide offices for College, but shall not be legally obligated to do so.

RENEWAL: College will have the right to renew said lease in accordance with "rent and options paragraph" of this document. College shall notify Musso in its intent not to renew no less than sixty (60) days before the end of the lease term, otherwise lease will automatically renew for one year periods.

In the event that the College is not allowed to teach classes at this facility by action of Lincoln Land Community College, then Musso agrees to allow a termination of this lease with four months notice.

Dated at Virden, Illinois, this _____ day of _____, 2010.

WRIGHTSMAN-MUSSO, LTD. ILLINOIS EASTERN COMMUNITY
COLLEGES COAL MINING
TECHNOLOGY

by _____ 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: _____ ATTEST: _____
Mayor City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____ ATTEST: _____
Board Chairman 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

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, 2010 through June 30, 2012.

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

LEASE

This agreement is made this 18th day of August, 2009, between the **Illinois Eastern Community College District No. 529**, as Lessor, and the **City of Olney, Illinois**, a municipal corporation, as Lessee:

The Lessor leases to the Lessee the following described premises situated in the City of Olney, County of Richland and State of Illinois:

The circle drive, median, and access road located near the Northwest corner of the intersection of Illinois Route 130 and St. John Street in the City of Olney, and a tract of land forty-seven feet (47') square located immediately west of said circle drive, as more particularly shown on the aerial photograph attached hereto and incorporated herein by reference.

To hold these premises unto the Lessee for a term of twenty (20) years beginning on the date of execution of this agreement, subject to the following terms and conditions:

1. Renewal and Termination: Lessor and Lessee each have the right to terminate this lease by giving the other party six months' written notice of the election to terminate. Lessee has the right to renew this lease for a further period of twenty (20) years on the same terms and rental by giving the Lessor six months' written notice of the election to renew. Any notice to the Lessor may be served by mailing a copy of the notice to the Lessor at 233 East Chestnut Street, Olney, Illinois 62450, or at such other place as the Lessor from time to time in writing may appoint. Any notice to the Lessee may be served by mailing a copy of the notice to the Lessee at 300 S. Whittle Avenue, Olney, Illinois 62450.

2. Rental: Lessee shall pay rent for the premises during the continuance of this lease at the rate of One Dollar (\$1.00) per year payable on the 1st day of January of each year during the term of this lease.

3. Use of Premises: The property shall be used by the Lessee for a park which shall include the location of an oil derrick thereon. The Lessee shall use the property only as permitted by the Zoning Ordinance and any other regulations of the City of Olney or any other governmental authorities. The Lessee shall keep the property in good order and repair as is required for other city parks. The Lessee shall have the right to make such alterations, additions and improvements on the premises as it shall deem necessary, provided that the Lessee shall not construct or allow to continue anything that is an eyesore or is in a dilapidated state.

3. Assignment of Lease: The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.

5. Surrender of Premises: Upon the termination of this lease, the Lessee shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this lease. All additions and improvements made during the term of this lease shall be regarded as removable fixtures which shall be removed prior to the termination of this lease. The Lessee specifically agrees to remove the oil derrick and any other additions and improvements at its own cost and without any obligation on the part of the Lessor to pay any of the costs of removal.

6. Insurance: The oil derrick and any other buildings or structures placed on the

leased premises shall be insured by Lessee and the Lessee shall be solely responsibility for the normal maintenance and repair of the buildings and structures. The Lessee shall provide general liability insurance for the protection of the public. The Lessee agrees to indemnify and hold the Lessor harmless from any and all liability as a result of the placement of the oil derrick and any other structures on the leased premises and the use of the leased premises for a city park.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2009.

LESSOR:
ILLINOIS EASTERN
COMMUNITY
COLLEGE DISTRICT NO. 529

By: _____
IECC Board Chairman

ATTEST:

IECC Board Secretary

LESSEE:
CITY OF OLNEY, ILLINOIS

By: _____
City of Olney Mayor

ATTEST:

City of Olney Clerk

Agenda Item #9

Bid Committee Report

Security Surveillance Systems

BID COMMITTEE REPORT

June 21, 2011

Illinois Eastern Community Colleges

1. Security Surveillance Systems

TO: Board of Trustees
 FROM: Bid Committee
 SUBJECT: Bid Recommendation – Security Surveillance Systems
 DATE: June 21, 2011

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

The Bid Committee recommends acceptance of the low base bid received and the low alternate bids received, which meets specifications, from **Advanced Surveillance** located in Louisville, KY for a total bid of **\$129,000.00**.

IECC Security Surveillance Systems						
Vendor	<u>Base Bid</u> All Infrastructure & Cameras @ each location	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Total
Advanced Surveillance Inc. Louisville, KY	\$102,216.00	\$7,115.00	\$7,000.00	\$6,959.00	\$5,710.00	\$129,000.00
Security Alarm Corporation Salem, IL	219,750.00	15,600.00	20,500.00	63,600.00	9,850.00	329,300.00
Zeller Digital Innovations Normal, IL	223,923.13	28,778.00	28,869.00	31,743.00	20,665.00	333,978.13

Respectfully submitted,

Alex Cline
 Roger Browning
 Terry Bruce
 Harry Hillis, Jr.

Source of Funds: Protection, Health & Safety Funds

Department: I.T.

Rationale for Purchase: To upgrade and expand the current video surveillance system.

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

Inside High Resolution 540 TVL Cameras

Signal System	NTSC
Image Sensor	1/3" Interline Color CCD
Effective Pixels	410K/ 380K Pixels
Scanning System	2:1 Interface
Scanning Frequency	59.94Hz (VD)
Lens	2.8-11 mm Vari-focal Lens (Fi.2)
Resolution	540
Shutter Speed	1/50-1/100,000 sec
S/N Ratio	More than 52dB (AGC Off, F1.0)
Min. Illumination	Day: .01lux (Sens-up, F1.2) (0.1lux: Sens-up Off)
White Balance	ATW/AWC-> Push/ manual
Back Light	Off/ WDR/BLC/HSBLC
Video Output	1.0Vp-p Composite Signal (75ohm Load)
Motion Det.	OFF/ON
Power Consumption	24VAC/12DC Dual Voltage

Outside Infrared High Res. 540 TVL Cameras

Signal System	NTSC
Image Sensor	1/3" Interline Color CCD
Effective Pixels	410K/ 380K Pixels
Scanning System	2.1 Interface
Scanning Frequency	59.94Hz (VD)
Lens	2.8-11 mm Vari-focal lens (Fi.2)
Resolution	540 TVL
Shutter Speed	1/50/1/100,000 sec
S/N Ratio	More than 52dB (AGCOFF, F1.0)
Min. Illumination	Day:1.0003.lux (Sens-up, F1.2) (0.1 lux: Sens-up OFF) Night: 0.00003lux (Sens-up,F1.2) (0.01lux: Sens-Up OFF)
White Balance	ATW/AWC->Push manual
Back Light	Off/WDR/BLC/HSBLC
Video Output	1.0V p.p Composite Signal (75ohm Load)
Motion Det.	OFF/ ON
Power Consumption	24VAC/12DC Dual Voltage

Digital Video Recorder:

5-4 Channel Digital Recorder (DVR)

5-16 Channel Digital Recorder (DVR)

7-8 Channel Digital Recorder (DVR)

Motherboard I7 or Higher capable
Processor I7 at 3 GHz or higher
Memory 4 GB DDR3 at 1066 MHz or higher
Power supply 600W or higher
Storage 36
Video PCI Express dual head VGA
Operating system Windows 7 Pro 64 bit
Archived storage 16xDVD=R/RW Drive or faster
Communications 1 GB network card
Industrial Case rack mounts chassis
Resolution 704 x480
Recording type schedule or motion
Compression JPEG or MPEG 4 variant
Motion Detection Multi zone and adjustable sensitivity
Data Back up
Remote access
Search capabilities
Camera input 4,8,16 Channel (NTSC)
Display Speed 480 Frames per second
Recording Speed 480 Frames per second

Video Baluns:

Dual Video output distribution
Screw terminals or RJ45 modular jack connectors
Quality video over ordinary twisted pair
Built- In surge suppression
Built-In ground loop isolation
Convenient access to DIP switches for accurate gain and loss control
High immunity to noise and interference

Power Supplies:

16 Channel Power Supply

8 Channel Power Supply

4 Channel Power Supply

Input 115 VAC, 50/60 Hz, 2.7 amps
24 VAC @ 12.5 amps (300VA) or 28VAC @ 10 amp (280VA) supply current
Illuminated power disconnect circuit breaker with manual reset
Surge suppression
AC power LED
Spare fuse(s) provide

Monitor For Digital Surveillance System:

32" Control Center Monitors

Picture/ Display
Brightness 500cd/m2
Aspect ratio 16:9
Contrast ration 1100:1
Dynamic ratio 8000:1
Response time 5 (BEW equi.) MS
Viewing angle 176/ 176
Diagonal screen 42"
Display screen LCD full HD W-UXGA Act. Matrix
Panel resolution 1920x1080p

40 Channel Digital Control Center Server:

Motherboard I7 or Higher capable
Processor I7 at 3 GHz or higher
Memory 4 GB DDR3 at 1066 MHz or higher
Power supply 600W or higher
Video PCI Express dual head VGA
Operating system Windows 7 Pro 64 bit
Communications 1 GB network card
Industrial Case rack mounts chassis
Remote access
Search capabilities
Screen Partition view 64 cameras at once

Cable:

23 AWG/ 4 Pair Riser Category 6 Data Cable
ETL Listed Type CMR or CMX outdoor to UL Standard
C(UL) listed CMG FT4
ETL Verified to TIA/EIA 568C.2-1
Meets or exceeds TIA/EIA 568C.2-1

23 AWG/4 pair Plenum Category 6 Data Cable
UL listed typed CMP
C(UL) Listed CMP FT6
UL Classified Category 6
ANSI/TIA/EIA 568B.2-1

Warranty:

1 year workmanship & labor
3 year parts & materials

Instruction:

Contractor shall make a minimum of one visit to the District near closeout of Work to give instruction to Owner's personnel. Duration of training session shall be adequate to fully instruct Owner's personnel in the operation, adjustment and maintenance of all portions of systems installed.

Agenda Item #10

District Finance

**Financial Report
Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
May 31, 2011**

FUND	BALANCE
Educational	\$4,661,401.15
Operations & Maintenance	\$47,200.30
Operations & Maintenance (Restricted)	\$155,316.49
Bond & Interest	\$310,627.75
Auxiliary	\$555,312.28
Restricted Purposes	(\$438,576.11)
Working Cash	\$204,535.63
Trust & Agency	\$363,318.03
Audit	(\$15,113.23)
Liability, Protection & Settlement	\$312,258.24
TOTAL ALL FUNDS	\$6,156,280.53

Respectfully submitted,

Roger Browning, Treasurer

Combined Balance Sheet - All Funds
May 31, 2011

	ALL FUNDS
	Fiscal
	Year
	2011
ASSETS:	
CASH	6,156,281
IMPREST FUND	22,000
CHECK CLEARING	12,500
INVESTMENTS	18,190,000
RECEIVABLES	5,044,425
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	651,529
OTHER ASSETS	764,098
TOTAL ASSETS AND OTHER DEBITS:	30,840,833
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	244,961
ACCOUNTS PAYABLE	66,440
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	3,467,659
OTHER LIABILITIES	766,789
TOTAL LIABILITIES:	4,545,849
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,030,328
PR YR BDGTD CHANGE TO FUND BALANCE	305,042
FUND BALANCES:	
FUND BALANCE	21,147,840
RESERVE FOR ENCUMBRANCES	1,811,774
TOTAL EQUITY AND OTHER CREDITS	26,294,984
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	30,840,833

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF May 31, 2011

ALL FUNDS

FY 2011
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	7,995,700
STATE GOVT SOURCES	9,086,199
STUDENT TUITION & FEES	14,420,259
SALES & SERVICE FEES	2,917,160
FACILITIES REVENUE	7,510
INVESTMENT REVENUE	174,692
OTHER REVENUES	303,607
TOTAL REVENUES:	<u>34,905,127</u>

EXPENDITURES:

INSTRUCTION	10,941,435
ACADEMIC SUPPORT	396,021
STUDENT SERVICES	1,186,180
PUBLIC SERV/CONT ED	58,297
OPER & MAINT PLANT	2,567,192
INSTITUTIONAL SUPPORT	6,777,483
SCH/STUDENT GRNT/WAIVERS	5,709,388
AUXILIARY SERVICES	4,061,811
TOTAL EXPENDITURES:	<u>31,697,807</u>

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	<u>2,125,000</u>
TOTAL TRANSFERS AMONG FUNDS:	2,125,000

NET INCREASE/DECREASE IN NET ASSETS	<u>5,332,320</u>
-------------------------------------	------------------

Illinois Eastern Community Colleges
Operating Fund - Income Statement
CASH BASIS
July 1, 2010 -- May 31, 2011

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,639,690	1,132,652	3,772,342
State Government Sources	7,022,947	2,063,252	9,086,199
Net Tuition and Fees	7,711,252	-	7,711,252
Sales & Service Fees	22,925	-	22,925
Facilities Revenue	-	6,960	6,960
Investment Revenue	98,314	31,039	129,353
Other Revenues	238,992	-	238,992
TOTAL REVENUES:	<u>17,734,120</u>	<u>3,233,903</u>	<u>20,968,023</u>
EXPENDITURES:			
Salaries	13,316,061	738,810	14,054,871
Employee Benefits	1,682,525	128,378	1,810,903
Contractual Services	404,307	219,031	623,338
Materials	1,017,999	203,476	1,221,475
Travel & Staff Development	192,037	3,395	195,432
Fixed Charges	228,621	195,460	424,081
Utilities	98,121	971,883	1,070,004
Capital Outlay	145,055	17,463	162,518
Other	98,063	1,621	99,684
TOTAL EXPENDITURES:	<u>17,182,789</u>	<u>2,479,517</u>	<u>19,662,306</u>
TRANSFERS :			
Funding Bond Proceeds	2,125,000	-	2,125,000
Interfund Transfers	(1,029,818)	-	(1,029,818)
TOTAL TRANSFERS:	<u>1,095,182</u>	<u>-</u>	<u>1,095,182</u>
NET INCREASE/DECREASE IN NET ASSETS	<u><u>1,646,513</u></u>	<u><u>754,386</u></u>	<u><u>2,400,899</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY09-11**

College	Category	FISCAL YEAR 2009			FISCAL YEAR 2010			FISCAL YEAR 2011			
		Estimated Budget	Spent Thru May	% of Bdgt	Estimated Budget	Spent Thru May	% of Bdgt	Estimated Budget	Spent Thru May	% of Bdgt	% of Year
Frontier	Bills		\$2,150,651			\$1,631,977			\$1,611,585		
	Payroll		\$1,846,415			1,998,610			1,891,726		
	Totals	\$4,457,801	3,997,066	90%	\$4,502,379	3,630,587	81%	\$4,352,051	3,503,311	80%	92%
Lincoln Trail	Bills		\$1,793,641			1,309,327			1,328,737		
	Payroll		\$2,366,265			2,324,084			2,074,938		
	Totals	4,575,110	4,159,906	91%	\$4,620,861	3,633,411	79%	\$4,382,964	3,403,675	78%	92%
Olney Central	Bills		\$2,366,957			1,821,982			1,898,482		
	Payroll		\$4,240,844			4,520,204			4,309,326		
	Totals	7,117,178	6,607,801	93%	\$7,188,350	6,342,186	88%	\$7,257,531	6,207,808	86%	92%
Wabash Valley	Bills		\$2,741,443			2,094,186			1,993,865		
	Payroll		\$3,162,264			2,989,269			2,772,847		
	Totals	6,340,835	5,903,707	93%	\$6,404,243	5,083,455	79%	\$5,907,806	4,766,712	81%	92%
Workforce Educ.	Bills		\$2,131,568			2,318,809			2,994,649		
	Payroll		\$1,301,195			1,564,216			1,544,056		
	Totals	3,887,648	3,432,763	88%	\$4,150,932	3,883,025	94%	\$4,731,642	4,538,705	96%	92%
District Office	Bills		\$242,473			236,017			212,904		
	Payroll		\$864,442			807,200			775,985		
	Totals	1,322,403	1,106,915	84%	\$1,217,108	1,043,217	86%	\$1,168,424	988,889	85%	92%
District Wide	Bills		\$1,562,425			1,457,543			1,283,792		
	Payroll		\$864,417			748,613			685,993		
	Totals	4,181,925	2,426,842	58%	4,364,077	2,206,156	51%	2,591,480	1,969,785	76%	92%
GRAND TOTALS		\$31,882,900	\$27,635,000	87%	\$32,447,950	\$25,822,037	80%	\$30,391,898	\$25,378,885	84%	92%

Excludes DOC

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
May 31, 2011

	<u>FY 2011</u>		<u>FY 2010</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	14,054,871	55.38%	14,952,196	57.90%	(897,325)
Employee Benefits	1,810,903	7.14%	2,000,811	7.75%	(189,908)
Contractual Services	623,338	2.46%	558,721	2.16%	64,617
Materials	1,221,475	4.81%	1,248,319	4.83%	(26,844)
Travel & Staff Development	195,432	0.77%	171,888	0.67%	23,544
Fixed Charges	424,081	1.67%	377,224	1.46%	46,857
Utilities	1,070,004	4.22%	1,071,951	4.15%	(1,947)
Capital Outlay	162,518	0.64%	174,334	0.68%	(11,816)
Other	5,816,263	22.92%	5,266,593	20.40%	549,670
	<u>25,378,885</u>	<u>100.00%</u>	<u>25,822,037</u>	<u>100.00%</u>	<u>(443,152)</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

Written Executive Session Minutes

Audio Executive Session Minutes

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 16, 2011
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1., 400.2., 400.3., 400.5, 400.6. and 400.7. will be mailed under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change-In-Status**
- 400.3. Temporary Contractual Employment**
- 400.4. Special Assignments (Attachment)**
- 400.5. Approval of Proposed Non-College Employment (External Report)**
- 400.6. Retirements**
- 400.7. Resignations**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Wanda Douglas, Nursing Instructor, effective August 16, 2011

B. Classified

1. Carolyn Clodfelter, Office Assistant, DO, effective June 23, 2011

400.2. Change-In-Status

A. Professional/Non-Faculty

1. Kevin Pierce, Project Manager Workforce and IRHA Grants, DO to Business Services Representative, LWIA/DO, effective July 1, 2011

400.3. Temporary Contractual Employee

A. Professional/Non-Faculty

1. Diana Emmons, Temporary Assistant Director of Cosmetology, OCC, effective June 22, 2011

400.4. Special Assignments (Attachment)

400.5. Approval of Proposed Non-College Employment (External Report)

400.6. Retirements

A. Administrative

1. Kathy Pampe, Associate Dean, Career and Technical Education, DO, effective July 1, 2011

B. Professional/Non-Faculty

1. Janet Herman, Coordinator, Literacy Development, FCC, effective August 1, 2011

C. Classified

1. Tamara Jaye Fehrenbacher, Program Advisor, Allied Health, OCC, effective August 1, 2011

400.7. Resignations

A. Faculty

1. Lori Phillips, Nursing Instructor, effective August 4, 2011

B. Professional/Non-Faculty

1. Tamala Stanley, Temporary Assistant Program Director of Cosmetology, OCC, effective June 4, 2011

ATTACHMENT

FY11-12 Special Assignments – Frontier Community College

		Recommended 2011-12
Academic		
1. Rodney Maxey	Lead Inst Auto Tech	\$450
2. Steve Rafferty	Lead Inst Electrical Distributions	\$450
Extra-Curricular		
1. Lawrence Ewing	College Bowl Team Advisor	\$400
2. Jeannette Wiles	Phi Theta Kappa Advisor	\$400
Other		
1. Galen Dunn	O & M Team Leader	\$5,825

ATTACHMENT

FY11-12 Special Assignments – Lincoln Trail College

		Recommended 2011-12
Academic		
1. Chris Boyd	Lead Inst Process Technology	\$450
2. Pauletta Gullett	Lead Inst Health Programs	\$450
	Lead Inst Microcomputer Support	
3. Travis Matthews	Specialist	\$450
4. Paul Stouse	Lead Inst Horticulture	\$450
5. Chris Teague	Lead Inst Telecommunications	\$550
Athletic		
1. Kevin Bowers	Athletic Director	\$3,500
Extra-Curricular		
1. Carrie Mallard	Student Senate Co-Advisor	\$500
2. Philip Thorsen	Student Senate Co-Advisor	\$500
3. Lisa Maple	Phi Theta Kappa Co-Advisor	\$200
4. Kimberley Stevens	Phi Theta Kappa Co-Advisor	\$200
5. Yvonne Newlin	Performing Arts Coordinator	\$1,500
Other		
1. Dan Leggitt	O & M Co-Team Leader	\$2,912
2. Doug Edwards	O & M Co-Team Leader	\$2,912

ATTACHMENT

FY11-12 Special Assignments – Olney Central College

		Recommended 2011-12
Academic		
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	\$450
4. Amie Mayhall	Lead Inst Medical Office Assistant	\$500
5. Penny Campbell	Lead Inst Massage Therapy	\$450
6. Kristi Urfer	Lead Inst Accounting	\$500
Academic - Nursing		
1. Theresa Marcotte	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time
2. Angelia Williams	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 Hudson	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. Larry Gangloff	O & M Team Leader	\$5,825

ATTACHMENT

FY11-12 Special Assignments – Wabash Valley College

Academic		Recommended 2011-12
1. Judy Neikirk	Lead Inst Social Services	\$450
2. Byford Cook	Lead Inst Advanced Manufacturing	\$550
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	\$200/month
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$450
7. Doug Robb	Lead Inst Agriculture Business	\$450
8. David Wilderman	Lead Inst Marketing	\$450
9. Brian Wick	Lead Inst Gunsmithing	\$450
Extra-Curricular		
1. Brenda Phegley	Phi Theta Kappa Advisor	\$400
2. Lyn Huey	Theater Lighting Technician	\$2,000
Other		
1. Ron Martin	O & M Team Leader	\$5,825

**Special Assignments
District Office**

Extra-Curricular		Approved 2010-11	Recommended 2011-12
1. Nixie Hnetkovsky	Faculty Director of Student Learning Assessment	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time
2. Jason Hortin	Faculty Coordinator of Student Learning Assessment – OCC	\$2,000	\$2,000
3. Kimberley Stevens	Faculty Coordinator of Student Learning Assessment – LTC	\$2,000	\$2,000
4. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$2,000	\$2,000
5. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$2,000	\$2,000
6. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time

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

**Locally Funded & PHS Projects
Projects Schedule**

	Funding Source	Estimated Budget								
FCC Classroom Remodeling	Local	\$392,000								
District Wide - Surveillance Systems	PHS	\$144,000								
GRAND TOTAL		\$536,000	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

5/31/2011