## ILLINOIS EASTERN COMMUNITY COLLEGES

## BOARD OF TRUSTEES MONTHLY MEETING

June 16, 2015



## **Location:**

Wabash Valley College 2200 College Drive Mt. Carmel, Illinois 62863

Dinner – 6:00 p.m. – Science Building Room 26 Meeting – 7:00 p.m. – Science Building Room 61

## Illinois Eastern Community Colleges Board Agenda

## June 16, 2015 7:00 p.m. Wabash Valley College Science Building Room 61

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	
6.	Policy First Reading (and Possible Approval)	Bruce
7.	Policy Second Reading	Bruce
	A. None	
8.	Staff Recommendations for Approval	
	A. Prevailing Rate of Wages	Browning
	B. RAMP FY2017	
	C. Joint Agreement with John A. Logan College	Cantwell
	D. Joint Agreement with Kaskaskia College	Cantwell
	E. Joint Agreement with Lake Land College	Cantwell
	F. Joint Agreement with Rend Lake College	Cantwell
	G. Joint Agreement with Southwestern Illinois College	Cantwell
	H. Newton Power Plant EAV Settlement	Bruce
	I. Miscellaneous Course Fees	Bruce
	J. International Student Transportation Fee Increase	Bruce
	K. Appointment of Board Audit Committee	Bruce
	L. FY2016 Budget Resolution	Bruce
	M. Inter-Fund Loans Resolution	
	N. Building and Maintenance Fund Resolution	Bruce
	O. Payment of Accrued Bills	Bruce
	P. Working Cash Fund	Bruce
	Q. Lease Agreements	
	R. Affiliation Agreement with Medical Office of Dr. Rachel Winters	Bruce
	S. Affiliation Agreement with St. Anthony's Memorial Hospital	Bruce
	T. Affiliation Agreement with Sarah Bush Lincoln Health Center	Bruce

9.	A. None	Bruce
10.	District Finance A. Financial Report	
11.	Chief Executive Officer's Report	Bruce
12.	Executive Session	Bruce
13.	Approval of Executive Session Minutes  A. Written Executive Session Minutes  B. Audio Executive Session Minutes  C. Semi-Annual Review of Executive Session Minutes	Bruce
14.	Approval of Personnel Report	Bruce
15.	Litigation	Bruce
16.	Other Items	
17.	Adjournment	

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of 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, <u>Tuesday</u>, May 19, 2015.

<u>AGENDA #1 – "Call to Order & Roll Call"</u> – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, Alan Henager. Also present was Drew Halter, student trustee elect. Trustees absent: Marilyn Wolfe. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Kathy Harris, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Jeff Cutchin, Dean of Instruction of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.

Alex Cline, Director of Information & Communications Technology.

LeAnn Hartleroad, Associate Dean, Institutional Development.

Renee Smith, Executive Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

AGENDA #1A. Oath of Office and Seating of Trustees Elected April 7, 2015: The oath of office was administered to Trustees Michael Correll and Student Trustee Drew Halter and they were duly seated, after subscribing to the following oath:

"I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Trustee, Illinois Eastern Community College District #529, to the best of my ability."

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held Monday, April 20, 2015 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Brenda Culver made a motion to approve minutes of the foregoing meeting as prepared. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." 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 college staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

#5-A. Report from Trustees: All trustees present reported they participated in Graduation Ceremonies at one of the four colleges. Trustees Gary Carter and Brenda Culver reported on their participation in the Illinois Community College Trustees Association Lobby Day held April 29<sup>th</sup> in Springfield.

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

**#5-C. Report from Cabinet:** None.

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

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

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

#8-A. Violence Prevention Plan: LeAnn Hartleroad reviewed the updated Violence Prevention Plan. The prevention plan was developed and is annually reviewed and updated in accordance with the Campus Security Enhancement Act of 2008.

The CEO recommended approval of the Violence Prevention Plan.

Board Action: Trustee Gary Carter made a motion to approve the Violence Prevention Plan as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. FY15 Student Satisfaction Survey Results: LeAnn Hartleroad reviewed the FY2015 Student Satisfaction Survey results. IECC students continue to be satisfied with services provided by the colleges, according to the latest survey, with survey questions included in the areas of Communication, Student Services, Instruction, Technology and recommending the college to others. Results included:

#### . Services

96% were satisfied with Advisement services.

97% were satisfied with Financial Aid services.

98% were satisfied with the Learning Resource Centers.

97% were satisfied with Entrata.

97% were satisfied with Help Desk services.

#### Other

- 98% were satisfied with the communication between the four colleges.
- 94% were satisfied with the quality of instruction.
- 97% felt the instruction was academically challenging.
- 98% were satisfied with classroom size.
- 93% were satisfied with courses available at the times they want or needed them.
- 96% believe they are treated with respect as an individual.
- 92% would recommend the college to others.

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 results.

<u>Board Action:</u> Student Trustee Drew Halter made a motion to accept the Student Satisfaction Survey results 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, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Revisions to the Nursing Program Handbook: Revisions to the Nursing Program Handbook as recommended by Nursing faculty, Associate Dean Tammy Fralicker and President Rodney Ranes and were presented for approval.

The CEO recommended that the OCC Nursing Program Student Handbook be approved as presented.

**Board Action:** Trustee Michael Correll made a motion to approve the revised Nursing Program Student Handbook as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Observation Agreement with Clay County Health Department: IECC wishes to enter into an observation agreement with the Clay County Health Department, located in Flora, Illinois. This observation agreement is for the District's Associate Degree in Nursing Program. The CEO recommended approval.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve the observation agreement for the Associate Degree in Nursing Program with the Clay County Health Department, Flora, Illinois, as recommended. Trustee Al Henager 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, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Affiliation Agreement with Bertram Pharmacy: IECC wishes to enter into an affiliation agreement with Bertram Pharmacy, located in Robinson, Illinois. This agreement is for the Pharmacy Technician Program at Lincoln Trail and is the standard agreement utilized by the district. The CEO recommended approval.

**Board Action:** Trustee Al Henager made a motion to approve the affiliation agreement for the Pharmacy Technician Program with Bertram Pharmacy, Robinson, Illinois, 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, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Affiliation Agreement with Ridgeview Care Center: IECC wishes to enter into an affiliation agreement with Ridgeview Care Center, located in Oblong, Illinois. This agreement is for the Electronic Medical Records Program and is the standard agreement utilized by the district. The CEO recommended approval.

<u>Board Action:</u> Trustee Al Henager made a motion to approve the affiliation agreement for the Electronic Medical Records Program with Ridgeview Care Center, Oblong, Illinois, 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, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – "Bid Committee Report" – A bid committee report for District-Wide HVAC Unit Repairs was given. The bid opening was held Tuesday, May 12, 2015 at 2:00 p.m. and the following bids were received. The bid committee recommended rejecting all bids for District-Wide HVAC Unit Repairs because the lowest bid exceeded the available budget for this project.

BIDDER	BID SECURITY	ADDENDUM NO. 1	BASE BID	ALT #1	TOTAL
J & R Mechanical 482 E. St. Louis Street Nashville, IL 62263	\$34,979.80 Check	<b>✓</b>	\$349,798	N/A	\$349,798
Merz Heating & AC, Inc. 509 S. Willow Street Effingham, IL 62401	10% Bid Bond	<b>√</b>	\$419,533	N/A	\$419,533

<u>Board Action:</u> Trustee Gary Carter made a motion to approve the recommendation of the bid committee to reject all bids for District-Wide HVAC Unit Repairs because the lowest bid exceeded the available budget for this project. 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 voice vote was taken. The Chair declared the "Ayes" have it, and the motion carried.

**AGENDA #10 – "District Finance"** – The following District financial matters were presented.

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 30, 2015.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for May 2015, totaling \$675,666.55, were presented for approval.

<u>Board Approval for Payment of Financial Obligations:</u> Trustee Gary Carter made a motion to approve payment of district financial obligations for May 2015, in the amounts listed. Student Trustee Drew Halter 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, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #11 – "Chief Executive Officer's Report"</u> – CEO Terry Bruce provided a report covering the following items:

HLC Visit Report Update
Outstanding Alumni Award
Bob Boyles' Hall – May 21<sup>st</sup> – 10:00 a.m.
Election 2015
MCPU

Enrollment - Comparing May 2014 to May 2015, IECC reimbursable headcount is up 4% and reimbursable FTE is down 3%.

<u>AGENDA #12 – "Executive Session"</u> – The Board of Trustees did <u>not</u> hold an executive session at this meeting.

<u>AGENDA #13 – "Approval of Executive Session Minutes"</u> – The Board of Trustees did <u>not</u> hold an executive session at the regular meeting, Monday, April 20, 2015.

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

## 400.1. Employment of Personnel

#### A. Professional Non-Faculty

- 1. Linda Shidler, Director of Learning Skills Center, OCC, effective June 1, 2015
- **400.2. Notice of Intent to Renew CEO Contract** Notice was given of intent to renew the contract of CEO Terry Bruce.
- **400.3** Notice of Intent to Renew President's Contracts Notice was given of intent to renew the contracts of FCC President Jay Edgren, OCC President Rodney Ranes, and WVC President Matt Fowler.
- **400.4. Notice of Intent to Renew Dean of Workforce Education Contract** Notice was given of intent to renew the contract of Michael Thomas.

## 400.5. Retirement Ratification

## A. Faculty

1. Barbara Shimer, Theater/Drama Arts Instructor, LTC, effective August 1, 2015

## **Report Addendum**

## 400.6. Change in Status

## A. Professional Non-Faculty

1. Brandon Weger, Director of TRIO Upward bound East, DO/LTC, to Program

Director of Student Learning Assessment, DO, effective July 13, 2015.

- #14-A. Board Action to Amend Personnel Report: Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum as presented. Trustee Drew Halter seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared that the "Ayes" have it and the motion carried.
- #14-B. Board Action to Approve Amended Personnel Report: Trustee Brenda Culver made a motion to approve the amended Personnel Report as recommended. Trustee Al Henager 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, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 - "Collective Bargaining" - None.

AGENDA #16 – "Litigation" – None.

**AGENDA #17 – "Other Items"** – None.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Gary Carter made a motion to adjourn. Trustee Drew Halter seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 7:55 p.m.

Approved:	Chairman: _	
	Secretary:	

# Agenda Item #1 Call to Order and Roll Call

## **Disposition of Minutes**

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

**Public Comment** 

Reports Trustees Presidents Cabinet

## Policy First Reading (and Possible Approval)

## HR 400.8 Minimum Faculty Requirements/Qualifications

# Agenda Item #6 Minimum Faculty Requirements/Qualifications

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Minimum Faculty Requirements/Qualifications

The Higher Learning Commission has made changes to their assumed practices regarding faculty qualifications that the commission will begin enforcement on January 1, 2016. To comply with these changes, the District must revise our Minimum Faculty Requirements/Qualifications Policy (HR 400.8).

Under the proposed revised policy, the primary method of determining credentials for faculty members teaching in transfer programs will be the requirement of a Master's Degree with 18 graduate hours in the academic field or discipline. Basic skill course instructors shall have a Bachelor's Degree in course work in the academic areas to be taught. Career and Technical Education Program instructors will be required to have one year employment in the specific occupational areas to be taught. The Deans, Director of Human Resources, Chief Academic Officer and Cabinet have reviewed the recommended policy revision and have approved it at the Cabinet level.

I recommend the Board's approval of the revised Minimum Faculty Requirements/Qualifications (HR 400.8).

TLB/rs

Attachment

#### Minimum Faculty Requirements/Qualifications (400.8)

Date Adopted: December 19, 1989 Date Revised: November 15, 2011

Date Revised: June 16, 2015 (Pending Board approval)

Administration will determine the need for faculty personnel to fill vacancies or to meet changing enrollment or changing demands within each area of instruction and will follow the minimum qualification requirements as listed below:

<u>Transfer Programs</u>: Preparation shall include a master's degree in the field of specialization for which courses are taught, except in such areas in which work experience and related training in the course area is acceptable.

<u>Basic Skills Courses</u>: Preparation shall include a Bachelor's degree with course work in the academic area to be taught.

<u>Career and Technical Education Programs</u>: One year (2,000 hours) employment experience in the specific occupational area to be taught, and compliance with legal, governmental, and professional requirements, if applicable. For those occupations which employment or preparation is regulated by law or licensure, such laws and licensing requirements shall take precedence.

#### Acceptable Coursework

- A. All undergraduate credit must be earned from regionally accredited institutions in courses associated with the discipline in which the instructor shall teach.
- B. All graduate credit hours must be earned at regionally accredited institutions in courses at the graduate level with the major emphasis in either professional educational studies or the discipline in which the individual shall teach.
- C. Credit for graduate work done at foreign universities may be given at the discretion of the Board.

January 1, 2016 the following Minimum Faculty Requirements/Qualifications will be effective.

Transfer Programs: Preparation shall include a master's degree with 18 graduate hours in the academic field or discipline. The primary method of determination shall be by credentials, however other secondary methods may be considered when determining qualified faculty, such as tested work experience, related training, and academic experience in the course and/or discipline area.

<u>Basic Skills Courses: Preparation shall include a Bachelor's degree with course work in the academic area to be taught.</u>

Career and Technical Education Programs: One year (2,000 hours) employment experience in the specific occupational area to be taught, and compliance with legal, governmental, and professional requirements, if applicable. For those occupations which employment or preparation is regulated by law or licensure, such laws and licensing requirements shall take precedence.

#### Acceptable Coursework

A. All undergraduate credit must be earned from regionally accredited institutions in courses associated with the discipline in which the instructor shall teach.

- B. All graduate credit hours must be earned at regionally accredited institutions in courses at the graduate level with the major emphasis in either professional educational studies or the discipline in which the individual shall teach.
- C. Credit for graduate work done at foreign universities may be given at the discretion of the Board.

## **Policy Second Reading**

None

## **Staff Recommendations for Approval**

## **Prevailing Rate of Wages**

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

SUBJECT: 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/akb

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 anyone 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 2015**, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

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

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

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

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

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

PASSED THIS 16th day of June, 2015.

APPROVED:	
	Chairman of the Board of Trustees
	Illinois Eastern Community Colleges
(CDAI)	
(SEAL)	
ATTEST:	
	Board Secretary

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

## **CERTIFICATE**

I, Renee Smith, DO HEREBY CERTIFY THAT I am the Board Secretary in and for the Board of Trustees; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chief Executive Officer and Board of Trustees of Illinois Eastern Community Colleges being entitled: "AN ORDINANCE OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN ANY PUBLIC WORKS OF SAID DISTRICT," at a regular meeting held on the 16th day of June, 2015, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 16th day of June, 2015.	
	Board Secretary
(SEAL)	

## CERTIFICATE

To Al	l To Whom These Presents Shall Cor	me, Greeting:
I,	Renee Smith (Name of Certifying Official)	, <u>Secretary</u> , <u>Board of Trustees</u> , do hereby certify that the (Title of Certifying Official)
attach	ed is a true and correct copy of Ordin	nance/Resolution adopted by
Illinoi	s Eastern Community Colleges Board (Name of Public Body)	d of Trustees on June 16, 2015 .  (Date of Adoption)
(SEA)	L)	(Signature of Official)

## LEGAL NOTICE

The Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, on June 16, 2015, 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 Renee Smith, Board Secretary

## **Crawford County Prevailing Wage for June 2015**

(See explanation of column headings at bottom of wages)

Trade Name	RG TYP C	Base	FRMAN M-F>8	OSA OSH	H/W	Pensn	Vac	Trng
=======================================			======			=====		=====
ASBESTOS ABT-GEN	ALL		27.700 1.5			12.44		
ASBESTOS ABT-MEC	BLD		22.500 1.5			5.700		
BOILERMAKER	BLD	33.340	35.840 1.5	1.5 2.0	7.070	21.53	1.250	0.400
BRICK MASON	BLD	29.810	31.310 2.0	2.0 2.0	7.200	10.61	0.000	0.850
CARPENTER	BLD	30.700	32.950 1.5	1.5 2.0	8.000	13.65	0.000	0.520
CARPENTER	HWY	29.440	31.190 1.5	1.5 2.0	8.000	13.65	0.000	0.520
CEMENT MASON	BLD	31.010	32.760 1.5	1.5 2.0	7.200	9.050	0.000	0.500
CEMENT MASON	HWY	28.650	30.150 1.5	1.5 2.0	7.500	6.780	0.000	0.300
CERAMIC TILE FNSHER	BLD	29.580	0.000 1.5	1.5 2.0	7.200	8.200	0.000	0.000
COMM SYSTEMS TECH	BLD	26.850	29.550 1.5	1.5 2.0	5.850	5.690	0.000	0.290
ELECTRIC PWR EQMT OP	ALL 1	38.010	0.000 1.5	1.5 2.0	5.760	10.64	0.000	0.380
ELECTRIC PWR EQMT OP	ALL 2	33.940	0.000 1.5	1.5 2.0	5.760	9.510	0.000	0.340
ELECTRIC PWR GRNDMAN	ALL	27.970	0.000 1.5	1.5 2.0	5.760	7.830	0.000	0.280
ELECTRIC PWR LINEMAN	ALL	47.620	50.830 1.5	1.5 2.0	5.760	13.33	0.000	0.480
ELECTRICIAN	BLD	35.020	37.470 1.5	1.5 2.0	6.370	9.980	0.000	0.360
ELEVATOR CONSTRUCTOR	BLD	41.690	46.900 2.0	2.0 2.0	13.57	14.21	3.340	0.600
GLAZIER	BLD	26.780	28.030 1.5	1.5 2.0	6.120	5.900	0.000	0.300
HT/FROST INSULATOR	BLD	29.990	30.990 1.5			10.09		
IRON WORKER	ALL		32.830 1.5			11.90		
LABORER	BLD		26.700 1.5			12.44		
LABORER	HWY		26.700 1.5			12.44		
LATHER	BLD		32.950 1.5			13.65		
MACHINIST	BLD		46.850 1.5			8.950		
MARBLE FINISHERS	BLD	29.580	0.000 1.5			8.200		
MARBLE MASON	BLD	31.080	0.000 1.5			8.550		
MILLWRIGHT	BLD		32.970 1.5			14.09		
MILLWRIGHT	HWY		33.990 1.5			15.29		
OPERATING ENGINEER		38.600	0.000 1.5			9.500		
OPERATING ENGINEER		24.750	0.000 1.5			9.500		
OPERATING ENGINEER		39.600	0.000 1.5			9.500		
PAINTER	ALL		27.800 1.5			9.650		
PILEDRIVER	BLD		33.950 1.5			13.65		
PILEDRIVER	HWY		32.190 1.5		8.000		0.000	
PIPEFITTER	ALL		39.260 1.5			6.630		
PLASTERER	BLD		33.000 1.5	1.5 2.0		10.77		
PLUMBER	ALL		39.260 1.5			6.630		
ROOFER	BLD		29.500 1.5			5.100		
SHEETMETAL WORKER	BLD		32.960 1.5	1.5 2.0				
SPRINKLER FITTER	BLD		39.870 1.5	1.5 2.0				
STONE MASON	BLD		31.310 2.0	2.0 2.0				
STONE MASON SURVEY WORKER-Not in								
			26.300 1.5	1.5 2.0				
TERRAZZO FINISHER	BLD	29.580	0.000 1.5	1.5 2.0				
TERRAZZO MASON	BLD	31.080	0.000 1.5	1.5 2.0				
TILE LAYER	BLD		32.950 1.5	1.5 2.0				
TILE MASON	BLD	31.080	0.000 1.5	1.5 2.0				
TRUCK DRIVER		28.955	0.000 1.5	1.5 2.0				
TRUCK DRIVER		29.355	0.000 1.5	1.5 2.0				
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
                      ALL 5 30.555 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
TRUCK DRIVER
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
                      0&C 2 23.480 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
TRUCK DRIVER
                      0&C 3 23.640 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
TRUCK DRIVER
                      0&C 4 23.840 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
                      O&C 5 24.440 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
TRUCK DRIVER
TUCKPOINTER
                      BLD
                            29.810 31.310 2.0 2.0 2.0 7.200 10.61 0.000 0.850
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Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) 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)

Penson (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.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

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

- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while

employed on hazardous waste work.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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. 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, 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, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, 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, 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).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

#### 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 2015**

(See explanation of column headings at bottom of wages)

Trade Name	RG TYP C	Base	FRMAN M-F>8	OSA OSH	H/W	Pensn	Vac	Trng
=======================================	== === =		======			=====		=====
ASBESTOS ABT-GEN	ALL		27.700 1.5			12.44		
ASBESTOS ABT-MEC	BLD	21.500	22.500 1.5	1.5 2.0	6.500	5.700	0.000	0.650
BOILERMAKER	BLD	33.340	35.840 1.5	1.5 2.0	7.070	21.53	1.250	0.400
BRICK MASON	BLD	30.000	31.500 1.5	1.5 2.0	8.500	8.240	0.000	0.750
CARPENTER	BLD	33.600	35.100 1.5	1.5 2.0	6.800	8.250	0.000	0.400
CARPENTER	HWY	32.930	34.680 1.5	1.5 2.0	6.800	7.750	0.000	0.400
CEMENT MASON	BLD	29.500	31.000 1.5	1.5 2.0	7.500	6.730	0.000	0.500
CEMENT MASON	HWY	28.650	30.150 1.5	1.5 2.0	7.500	6.780	0.000	0.300
CERAMIC TILE FNSHER	BLD	28.170	0.000 1.5	1.5 2.0	8.500	7.570	0.000	0.750
COMM SYSTEMS TECH	BLD	26.850	29.550 1.5	1.5 2.0	5.850	5.690	0.000	0.290
ELECTRIC PWR EQMT OP	ALL 1	38.010	0.000 1.5	1.5 2.0	5.760	10.64	0.000	0.380
ELECTRIC PWR EQMT OP	ALL 2	33.940	0.000 1.5	1.5 2.0	5.760	9.510	0.000	0.340
ELECTRIC PWR GRNDMAN	ALL	27.970	0.000 1.5	1.5 2.0	5.760	7.830	0.000	0.280
ELECTRIC PWR LINEMAN	ALL	47.620	50.830 1.5	1.5 2.0	5.760	13.33	0.000	0.480
ELECTRICIAN	BLD	35.020	37.470 1.5	1.5 2.0	6.370	9.980	0.000	0.360
FLOOR LAYER	BLD	31.080	31.830 1.5	1.5 2.0	6.800	8.250	0.000	0.400
GLAZIER	BLD	26.780	28.030 1.5				0.000	0.300
HT/FROST INSULATOR	BLD	29.990	30.990 1.5	1.5 2.0	5.050	10.09	0.000	0.280
IRON WORKER	ALL		29.640 1.5			10.32		
LABORER	BLD		26.700 1.5			12.44		
LABORER	HWY		26.700 1.5			12.44		
MACHINIST	BLD		46.850 1.5			8.950		
MARBLE FINISHERS	BLD	28.170	0.000 1.5			7.570		
MARBLE MASON	BLD					8.240		
MILLWRIGHT	BLD		35.100 1.5			8.250	0.000	
MILLWRIGHT	HWY		35.180 1.5			7.750		
OPERATING ENGINEER		38.600	0.000 1.5			9.500		
OPERATING ENGINEER		24.750	0.000 1.5			9.500		
OPERATING ENGINEER		39.600	0.000 1.5			9.500		
PAINTER	ALL		27.800 1.5			9.650	0.000	
PILEDRIVER	BLD		35.100 1.5			8.250		
PILEDRIVER	HWY		35.180 1.5			7.750		
PIPEFITTER	ALL					6.630	0.000	
PLASTERER	BLD		31.000 1.5			6.730	0.000	
PLUMBER	ALL					6.630	0.000	
ROOFER	BLD		30.370 1.5			6.660		
SHEETMETAL WORKER	ALL		34.150 1.5			7.670		
SPRINKLER FITTER	BLD		39.870 1.5	1.5 2.0				
STONE MASON	BLD		31.500 1.5	1.5 2.0				
SURVEY WORKER-Not in			26.300 1.5	1.5 2.0				
TERRAZZO FINISHER	BLD		31.500 1.5	1.5 2.0				
TILE MASON	BLD		30.750 1.5	1.5 2.0				
TRUCK DRIVER		28.955	0.000 1.5	1.5 2.0				
TRUCK DRIVER		29.355	0.000 1.5	1.5 2.0				
TRUCK DRIVER		29.555		1.5 2.0				
TRUCK DRIVER		29.805	0.000 1.5	1.5 2.0				
TRUCK DRIVER				1.5 2.0				
		30.555	0.000 1.5					
TUCKPOINTER	BLD	30.000	31.500 1.5	1.5 2.0	0.500	ø.∠4U	0.000	0./50

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Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) 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)

Penson (Pension)

Vac (Vacation)

Trng (Training)
```

## **Explanations**

#### RICHLAND COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial 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.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. 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, 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, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, 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, 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).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

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 2015**

(See explanation of column headings at bottom of wages)

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Trade Name				Base	FRMAN N	_		OSH		Pensn	Vac	Trng
	==		=		27.700						0.000	
ASBESTOS ABT MEG		ALL			27.700						0.000	
ASBESTOS ABT-MEC		BLD										
BOILERMAKER		BLD			35.840		1.5				1.250	
BRICK MASON		BLD			31.500						0.000	
CARPENTER		BLD			35.100						0.000	
CARPENTER		HWY			34.680						0.000	
CEMENT MASON		BLD			32.760						0.000	
CEMENT MASON		HWY			30.150		1.5				0.000	
CERAMIC TILE FNSHER		BLD		28.170	0.000		1.5				0.000	
COMMUNICATION TECH		BLD	-		19.650		1.5				0.000	
ELECTRIC PWR EQMT OP				38.010	0.000						0.000	
ELECTRIC PWR EQMT OP			2	33.940	0.000						0.000	
ELECTRIC PWR GRNDMAN		ALL		27.970	0.000						0.000	
ELECTRIC PWR LINEMAN		ALL			50.830						0.000	
ELECTRICIAN		BLD			37.670						0.000	
FLOOR LAYER		BLD			31.830						0.000	
GLAZIER		BLD			28.030						0.000	
HT/FROST INSULATOR		BLD			30.990		1.5				0.000	
IRON WORKER		ALL			29.640		1.5				0.000	
LABORER		BLD			26.700						0.000	
LABORER		HWY			26.700		1.5				0.000	
MACHINIST		BLD			46.850						1.850	
MARBLE FINISHERS		BLD		28.170	0.000						0.000	
MARBLE MASON		BLD			31.500						0.000	
MILLWRIGHT		BLD			35.100						0.000	
MILLWRIGHT		HWY	-		35.180						0.000	
OPERATING ENGINEER				38.600	0.000						0.000	
OPERATING ENGINEER				24.750	0.000		1.5				0.000	
OPERATING ENGINEER			3	39.600	0.000						0.000	
OPERATING ENGINEER		0&C		14.570	0.000		1.5				0.000	
PAINTER		BLD			25.450						0.000	
PAINTER		HWY			26.600						0.000	
PAINTER OVER 30FT		BLD			26.200						0.000	
PAINTER PWR EQMT		BLD			26.450						0.000	
PAINTER PWR EQMT		HWY			27.600						0.000	
PILEDRIVER		BLD			35.100						0.000	
PILEDRIVER		HWY			35.180						0.000	
PIPEFITTER		BLD			37.020						0.000	
PLASTERER		BLD			33.000						0.000	
PLUMBER		BLD			37.020						0.000	
ROOFER		BLD			29.240						0.000	
SHEETMETAL WORKER		ALL			34.150						1.970	
SPRINKLER FITTER		BLD			39.870						0.000	
STONE MASON		BLD			31.500						0.000	
SURVEY WORKER-Not in	eII				26.300						0.000	
TERRAZZO FINISHER		BLD			31.500						0.000	
TERRAZZO MASON		BLD			30.750						0.000	
TILE MASON		BLD		30.000	31.500	1.5	1.5	∠.0	8.45U	ŏ.∠4U	0.000	U./5U

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TRUCK DRIVER
                      ALL 1 28.955 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
                      ALL 2 29.355 0.000 1.5 1.5 2.0 9.300 2.900 0.000 0.250
TRUCK DRIVER
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
                            30.000 31.500 1.5
TUCKPOINTER
                      BLD
                                               1.5 2.0 8.500 8.240 0.000 0.750
```

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) 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.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

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

Class 3. Two, three or four axle trucks hauling 16 ton or more.

Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP

Encompasses following types of work when participating on public works projects involving oil and chip activities: Ready Mix, Gravel Truck Drivers, Asphalt Distributor Truck and Lowboy Drivers. OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. 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, 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, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, 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, 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).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

#### 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 2015**

 $(See\ explanation\ of\ column\ headings\ at\ bottom\ of\ wages)$ 

Trade Name	RG TYP C	Base	FRMAN M-F>8	OSA OSH	H/W	Pensn	Vac	Trng
=======================================	== === =					=====		=====
ASBESTOS ABT-GEN	ALL		27.700 1.5			12.44		
ASBESTOS ABT-MEC	BLD	21.500	22.500 1.5	1.5 2.0	6.500	5.700	0.000	0.650
BOILERMAKER	BLD	33.340	35.840 1.5	1.5 2.0	7.070	21.53	1.250	0.400
BRICK MASON	BLD	30.000	31.500 1.5	1.5 2.0	8.500	8.240	0.000	0.750
CARPENTER	BLD	33.600	35.100 1.5	1.5 2.0	6.800	8.250	0.000	0.400
CARPENTER	HWY	32.930	34.680 1.5	1.5 2.0	6.800	7.750	0.000	0.400
CEMENT MASON	BLD	29.500	31.000 1.5	1.5 2.0	7.500	6.730	0.000	0.500
CEMENT MASON	HWY	28.650	30.150 1.5	1.5 2.0	7.500	6.780	0.000	0.300
CERAMIC TILE FNSHER	BLD	28.170	0.000 1.5	1.5 2.0	8.500	7.570	0.000	0.750
ELECTRIC PWR EQMT OP	ALL 1	38.010	0.000 1.5	1.5 2.0	5.760	10.64	0.000	0.380
ELECTRIC PWR EQMT OP	ALL 2	33.940	0.000 1.5	1.5 2.0	5.760	9.510	0.000	0.340
ELECTRIC PWR GRNDMAN	ALL	27.970	0.000 1.5	1.5 2.0	5.760	7.830	0.000	0.280
ELECTRIC PWR LINEMAN	ALL	47.620	50.830 1.5	1.5 2.0	5.760	13.33	0.000	0.480
ELECTRICIAN	ALL		43.190 1.5			10.65		
ELECTRONIC SYS TECH	BLD		35.660 1.5			4.380		
FLOOR LAYER	BLD		31.830 1.5			8.250		
GLAZIER	BLD		28.030 1.5			5.900		
HT/FROST INSULATOR	BLD		30.990 1.5			10.09		
IRON WORKER	ALL		29.640 1.5			10.32		
LABORER	BLD		26.700 1.5			12.44		
LABORER	HWY		26.700 1.5			12.44		
MACHINIST	BLD		46.850 1.5			8.950		
MARBLE FINISHERS	BLD	28.170	0.000 1.5			7.570		
MARBLE MASON	BLD		31.500 1.5			8.240		
MILLWRIGHT	BLD		35.100 1.5			8.250		
MILLWRIGHT	HWY		35.180 1.5			7.750		
		38.600	0.000 1.5			9.500		
OPERATING ENGINEER								
OPERATING ENGINEER		24.750	0.000 1.5			9.500		
OPERATING ENGINEER		39.600	0.000 1.5			9.500		
PAINTER	ALL		24.690 1.5			5.090		
PAINTER OVER 30FT	ALL		27.790 1.5			8.090		
PAINTER PWR EQMT	ALL		27.790 1.5			8.090		
PILEDRIVER	BLD		35.100 1.5			8.250		
PILEDRIVER	HWY		35.180 1.5			7.750		
PIPEFITTER	BLD		42.070 1.5			10.30		
PLASTERER	BLD		30.550 1.5			6.400		
PLUMBER	BLD		42.070 1.5			10.30		
ROOFER	BLD		26.150 1.5	1.5 2.0				
SHEETMETAL WORKER	ALL		34.150 1.5	1.5 2.0				
SPRINKLER FITTER	BLD		39.870 1.5	1.5 2.0				
STONE MASON	BLD		31.500 1.5	1.5 2.0				
<del>SURVEY WORKER</del> -Not In			26.300 1.5	1.5 2.0				
TERRAZZO FINISHER	BLD		31.500 1.5	1.5 2.0				
TERRAZZO MASON	BLD		30.750 1.5	1.5 2.0				
TRUCK DRIVER			36.640 1.5	1.5 2.0				
TRUCK DRIVER			36.640 1.5	1.5 2.0				
TRUCK DRIVER			36.640 1.5	1.5 2.0				
TRUCK DRIVER	ALL 4	32.280	0.000 1.5	1.5 2.0	10.30	5.010	0.000	0.250

TRUCK DRIVER ALL 5 35.000 36.640 1.5 1.5 2.0 11.10 5.430 0.000 0.250 TUCKPOINTER BLD 30.000 31.500 1.5 1.5 2.0 8.500 8.240 0.000 0.750

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) 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.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground

electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

#### 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

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

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

Class 4. Low Boy and Oil Distributors.

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

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. 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, 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, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, 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, 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).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

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 #8B

# RAMP FY2017

## Agenda Item #8B

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

SUBJECT: RAMP FY2017

IECC's Resource Allocation and Management Plan (RAMP) for FY2017 must be submitted to the Illinois Community College Board by July 1, 2015. The RAMP document includes two capital project requests which were approved by Cabinet on June 3rd.

The two capital project requests for FY2017 are:

Olney Central College

Project Name: Applied Technology Center

District Priority No.: 1 of 2

Total Building Budget: \$2,252,000

Frontier Community College

Project Name: Student Education and Support Center

District Priority No.: 2 of 2

Total Building Budget: \$3,271,000

LTC's and WVC's RAMP projects will not be submitted under RAMP because these two projects are listed on Table I of the Fiscal 2016 Capital Budget Recommendation, and the funding levels are set at the amounts appropriated in FY2010. The ICCB will continue to list those projects in FY2017 and adjust for inflation for informational purposes. The LTC Technology Center and the WVC Main Hall Renovation are funded under RAMP. The LTC Career and Technology Center are funded under other project listings.

2010-15	Lincoln Trail	Technology Center	\$ 7,569,800
	Lincoln Trail	Career and Technical Center	\$1,495,500
2010-30	Wabash Valley	Main Hall Renovation	\$4,029,400

I recommend approval of the RAMP FY2017 document.

TLB/rs

Attachment

Fiscal Year 2017 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

#### PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE:	Illinois Eastern/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 Associate Degree Nursing (NUR), Licensed Practical Nursing (LPN), for several programs: Radiography (XRAY), Massage Therapy (THM), Phlebotomy (PHB), and the Basic Nurse Assistant Training Certificate (BAID). Faculty office space is also at a premium. The new building would provide additional office space. Currently, a 20' x 20' classroom serves as the nursing program's one and only laboratory. This creates havoc with course scheduling because the NUR, LPN, and BAID lab courses cannot all be taught during the same time periods. This necessitates one or more of the NUR, 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 NUR program, this means even more nursing classes are being scheduled in the lab classroom. Further, IL statutes for BAID instruction mandate that there must be a designated location for laboratory instruction that includes a minimum of one bed per five students, access to hand-washing facilities, and clinical instruction equipment and supplies. 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 program is 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 2017 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

#### SCOPE OF WORK NARRATIVE

305 North West Street

Olney, IL 62450

DISTRICT/COLLEGE: _	Illinois Eastern/Olney Central College
PROJECT NAME:	Applied Technology Center
FULL NAME OF BUILD	ING (IF REMODELING): Applied Technology Center
	CLUDING ADDRESS AND CITY):
Olnev Centr	

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 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 2017 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE:	Illinois Easte	rn/ Olney Centr	ral									
PROJECT NAME AND/OR DESCRIPTION: Check one: NEW FACILITIES CONSTRUCTION/ACQUIS REMODELING/REHABILITATION PROJECT OTHER		X X	_(Complete Table _(Complete Table _(Complete Table	2)	ional information	n per instructions)	)	DISTRICT PRIO Check one: NEW REQUES REQUESTED F	Т	1 X	OUT OF	2
			_` '			, , , , , , , , , , , , , , , , , , , ,						
Dollars rounded to the nearest hundred (for												
PROJECT	STATE	IOR YEARS FUN LOCAL	TOTAL	STATE	T REQUEST F LOCAL	TOTAL	STATE	OND CURRENT ! LOCAL	TOTAL	STATE	L PROJECT CO.	TOTAL
CATEGORIES* BLDGS, ADDITIONS, AND/OR STRUCTURE LAND EQUIPMENT UTILITIES REMODELING & REHABILITATION SITE IMPROVEMENTS PLANNING	FUNDS	FUNDS	COST	FUNDS 1,689.0	FUNDS 563.0	COST 2,252.0	FUNDS	FUNDS	COST	FUNDS 1,689.0	FUNDS 563.0	COST 2,252.0
TOTAL				1,689.0	563.0	2,252.0				1,689.0	563.0	2,252.0
State funds should equal 75% of total and	local funds sh	ould equal 25% (	of total. ICCB will	l adjust for credi	<u>ts</u>							
TOTAL PROJECT REQUEST (CURRENT YE	AR)	\$	2,252					MATCHING CO				
TOTAL COMPLETED PROJECT COST		\$	2,252					LOCAL FINANCE		iviariuai)		
DESIRED PROJECT START DATE			5/1/2016					AVAILABLE FU	ND BALANCE	\$		
ESTIMATED COMPLETION DATE			6/30/2017					ICCB CONSTRU	JCTION CREDIT	Γ(\$		
ESTIMATED OCCUPANCY DATE								DEBT ISSUE DATE OF AF	• • • • • • • • • • • • • • • • • • • •	\$		
ESTIMATED ANNUAL OPERATING COST		\$							TROVAL.			
								OTHER (please Local Resou		\$	563	
								TOTAL		\$	563	

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

TABLE 2
FY 2017 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

PART A

PART B

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

TOTAL GSF\* #

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

5,916

<sup>\*</sup>Gross Square Feet

### TABLE 3 **FY 2017 BUILDING BUDGET ESTIMATION FORM**

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

(cost column rounded to the nearest hundred)

		Multiplier			
Space Type	NASF	Factor	GSF	\$/GSF	Cost
input field	input field	input field	formula field	input field	1
Classroom	1800		2700		\$729.9
Instructional (Dry Lab)	900				\$447.0
Office	600		1020		\$285.4
Supporting Facilities	600		720		\$181.8
Supporting Facilities			723	202.40	φ101.0
Base Total	3900		5916		\$1,644.1
Added Costs (sum of added cost componer)					\$98.6
LEED design cost up to 6% of line 1 Green Building Design/LEED Certification Other added costs:	·		(Silver, Gold ,	Platinum)	\$98.6
3. Base Cost	3900		5916		\$1,742.8
Annual Percentage (Allowable per an (Enter annual rate as a decir (inflation rate and number of months in	eived at July 1, Number of Mor num inflation) fr nal in cell J35 to bid are estima	2016).  In the to Bid Danie to	ate: ate tables s.027)	<u>14</u>	54.9
estimated costs will be standardized 5. Escalated Building Budget (Line 3 plus Li		bid)			\$1,797.7
6. Escalated Building Budget Plus 10% Contingency (Line 5 multiple	lied by 1.10)				\$1,977.4
7. Adds:					
a. A/E Fees 0.08 %	(use rate in E4	l5 unless just	ification for an	other rate)	\$158.2
b. On-Site Observation  Number of Months12	_ Days per We	ek4			\$100.0
c. Reimbursable Expenses					\$6.5
d. Art in Architecture one-half of one percent	(Multiply Line 6	6 by .005)			\$9.9
e. Other Adds (ADA,	Asbestos, CDE	3% Admin F	ee, etc. spec	ify)	
f. Sub-total Adds (Lines	s 7a through 7e)	)			\$274.6
8. Total Building Budget (Line 6 plus Li	ne 7f)				\$2,252.0
OTHER: Estimate of Annual State Support	ed Operations a	nd Maintenar	nce Expense	_	
Source of Cost Estimate: ICCB Cost Gu Date of Cost Estimate: 15-May					

# TABLE 4 FY 2017 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	Room Use		Number of	Cost per	Estimated
Unit	Classification	Name of Equipment	Units	Unit	Total Cost

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 2017 Ramp

# **Community College Capital Requests Illinois Eastern/Frontier Community College**

#### PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE:	Illinois Eastern/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.

Frontier Community College continues to enhance the student's college experience by proposing a Student Education and Support Center. Currently, space is not available for students and student groups to meet, socialize, or study between classes. Advisors and student leaders of campus organizations indicate that, according to students, the greatest need on campus is for this proposed facility. As the campus population increases due to new programs being offered, this need is amplified. In addition, this facility would also make possible a snack bar for students and staff as well as provide for a bookstore and area for large classes/seminars.

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 is changing, and the facilities must grow to accommodate the change. As a result, the college is proposing the "Center" to provide space for the following which includes several organizations and clubs:

- 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. Adequate space for credit and non-credit seminars and classes
- 5. Phi Theta Kappa
- 6. Student Nurse Association
- 7. Student Advantage Network
- 8. Student Senate
- 9. Science Club
- 10. Computer Club
- 11. Christian Student Club
- 12. Automotive Tech Club
- 13. Electrical Distribution Club
- 14. Alpha Delta Nu

## 15. Health Informatics Club

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 is not 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 2017 Ramp Community College Capital Requests Illinois Eastern/Frontier Community College

Fairfield, IL 62837

#### SCOPE OF WORK NARRATIVE

DISTRICT/COLLEGE:	Illinois Eastern/Frontier Community College	_						
PROJECT NAME:	Student Education and Support Center							
FULL NAME OF BUILDING (IF REMODELING):								
EXACT LOCATION (INCLUDING ADDRESS AND CITY):								
Frontier Cor	nmunity College							
2 Frontier D	rive							

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. The following spaces are also included: student organizations; a kitchen with catering; bookstore; restrooms; office; storage; and mechanical areas.

The Student 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 2017 CAPITAL PROJECT REQUEST

linois Eastern/Frontier Community College

tudent Education and Support Center

LI PRO IFOT COOT	
LL PROJECT COOT	
N. PRO IFOT COST	
N DDO IFOT COST	
N DDO (FOT OOCT	
AL PROJECT COST	Τ
STATE LOCAL TOTAL	
FUNDS	COST
817.7	3,270.7
817.7	3,270.7
	LOCAL FUNDS 817.7

DISTRICT PRIORITY NUMBER 2 OUT OF 2

year funding in the scope statement section using the requested format.
ocal funds should equal 25% of total. ICCB will adjust for credits

R)	\$ 3,271	MATCHING CONTRIBUTION \$ (See item 10 in Section I of this Manual)
	\$ 3,271	LOCAL FINANCING SOURCE
	9/1/2016	AVAILABLE FUND BALANCE \$
	8/1/2017	ICCB CONSTRUCTION CREDIT\\$ (if any)
	8/15/2017	DEBT ISSUE \$ DATE OF APPROVAL:
	\$	
		OTHER (please specify) \$ 818 Local Resources
		TOTAL \$ 818

## COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

TABLE 2
FY 2017 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

PART B PART A ACREAGE SUMMARY **Number of Acres** NET ASSIGNABLE SQUARE FOOTAGE SUMMARY (Land Acquisition) Requested in Budget Year REQUEST FOR NEW REDISTRIBUTION OF NASF SPACE **FACILITIES** 1 Landscaped Ground Net Assignable Space Prior Space After Space Type FICM Codes Square Feet (NASF) to Remodeling 2 Physical Education and Athletic Fields Remodeling Classrooms 110 thru 115 4,200 3 Buildings and Attached Structures Laboratory 210 thru 255 4 Experimental Plots Office 310 thru 355 80 5 Other Instructional Areas 410 thru 455 6 Parking Lots Study 2/3 acre 160 spaces Special Use 510 thru 590 600 7 Roadways General Use: 8 Pond Retention and Drainage Assembly and Exhibition 610 thru 625 Other General Use 630 thru 685 9 Other (specify) Support Facilities 710 thru 765 1,300 Total Assigned Area Health Care 810 thru 895 Currently Unassigned Unclassified Total Acres TOTAL NASF # 6,180 9,076 TOTAL GSF\* #

COMPLETE THE APPLICABLE SECTION-ONE SHEET FOR EACH PROJECT REQUESTED

<sup>\*</sup>Gross Square Feet

# TABLE 3 FY 2017 BUILDING BUDGET ESTIMATION FORM

District/College Location Project Name Illinois Eastern Community Colleges

Frontier Community College

roject Name Student Education and Support Center

(cost column rounded to the nearest hundred)

		Multiplier			
Space Type	NASF	Factor	GSF	\$/GSF	Cost
input field	input field	input field	formula field	input field	
Office	80		136		\$38.1
Special Use	600				\$292.1
Classroom Support Facilities	4200 1300	1.5 1.2		270.33 252.48	\$1,703.1 \$393.9
Support Facilities	1300	1.2	1300	232.46	φ393.9
1. Base Total	6180		9076		\$2,427.1
2. Added Costs (sum of added cost componer	nts identified sep	parately below	N)		\$145.6
LEED design cost up to 6% of line 1 Green Building Design/LEED Certific	ation Lovel		(Silver, Gold,	Diotinum)	\$145.6
Other added costs:	ation Level		(Sliver, Gold ,	Piatinum)	
Other daded cools.					
3. Base Cost	6180		9076		\$2,572.7
4. Escalation (estimate of cost increase from		•	the bid date		69.5
assumes appropriation is rec Expected Bid Date: July 1, 2017	reived at July 1, . 7 Number of Mor	,	oto:	12	
Annual Percentage (Allowable per an				0.027	
(Enter annual rate as a deci	,	•		0.027	
(inflation rate and number of months				lculating	
estimated costs will be standardized	at 12 months to	bid)			
5. Escalated Building Budget (Line 3 plus L	ine 4)			_	\$2,642.2
C. Facalated Duilding Dudget					
<ol> <li>Escalated Building Budget</li> <li>Plus 10% Contingency (Line 5 multip</li> </ol>	lied by 1 10)				\$2,906.4
1 lds 10% Contingency (Line 5 mattip	ned by 1.10)			-	Ψ2,900.4
7. Adds:					
a. A/E Fees 0.08 %	(use rate in E4	5 unless just	ification for an	other rate)	\$232.5
h On Cita Ohaanatian					
b. On-Site Observation  Number of Months 12	_ Days per Wee	ok 4			\$25.0
Number of Months12	_ Days per vve	5K4		-	\$23.0
c. Reimbursable Expenses					\$5.0
, , , , , , , , , , , , , , , , , , , ,				-	•
d. Art in Architecture					
one-half of one percent	(Multiply Line 6	6 by .005)		_	\$14.5
011 411 000 007 41 1 5 7		000 00/ 4			0.7.0
e. Other Adds CDB 3% Admin Fee (	ADA, Asbestos,	CDB 3% Ad	min Fee, etc.	specity)	\$87.2
f. Sub-total Adds (Line	s 7a through 7e)				\$364.2
i. Gub total Adds (Ellic	s ra tillough re)			-	ψου4.2
8. Total Building Budget (Line 6 plus L	ine 7f)				\$3,270.7
	,			=	
OTHER:					
Estimate of Annual State Supported Operations and Maintenance Expense					
				_	
Source of Cost Estimate: ICCB Cost Gu	uidelines				
Date of Cost Estimate: ICCB Cost Go			-		
Way-16			_		

# TABLE 4 FY 2017 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
 Room Use
 Number of Unit
 Cost per Classification
 Estimated Unit

 Unit
 Classification
 Name of Equipment
 Units
 Unit
 Total Cost

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 #8C

Joint Agreement with John A. Logan College

# Agenda Item #8C

## **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Joint Agreement between Illinois Eastern and John A. Logan College

Attached is the Joint Agreement between Illinois Eastern and John A. Logan College. Changes to this agreement from last year are:

# **IECC**

No changes or updates from 2014

## John A. Logan

Removed: Heating and Air Conditioning AAS/Certificate

Heating and Air Conditioning Installer
Heating and Air Electrical Specialist
HVAC Energy Efficiency
Certificate
HVAC Energy Management Systems
HVAC Green Technologies
Certificate
HVAC Performance Systems
Certificate
Certificate
Certificate

I request Board approval of this joint agreement with John A. Logan College.

TLB/rs

Attachment

# A Joint Agreement for Educational Cooperation Between John A. Logan College, District #530 and Illinois Eastern Community Colleges, District #529

This agreement effective Fall semester, 2015 entered into between the Board of Trustees of the above listed community colleges, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

### **Purpose**

It is the desire of the districts entering into this agreement to expand educational services to the greatest number of students. The parties believe this agreement should be one of the means of implementing the Board of Higher Education's State of Illinois Master Plan - Phase IV in accomplishing a viable method of cooperation between the parties involved in the agreement.

#### I. Instructional Identification

For the purpose of this agreement, the college district sending the students to another college will be referred to as the "sending district" and the college receiving students from another district will be referred to as the "receiving district."

# II. Educational Programs

Any educational program offered by and between the parties to this agreement shall be approved by the Illinois Community College Board and the Board of Higher Education.

John A. Logan College, District #530, agrees to accept students from Illinois Eastern Community Colleges, District #529, in the following programs:

Name of Program	Degree
ASL/Deaf Studies	AAS Degree/Certificate
ASL/Deaf Studies, Interpreter Preparation	AAS Degree
Diagnostic Cardiac Sonography	Advanced Certificate
Dental Assisting	Certificate
Dental Hygiene	AAS Degree
Electronics Technology	AAS Degree
Electrical Engineering Technology	AAS Degree
HVAC Sustainable Energy	AAS Degree

All mutually approved interactive courses in the distance learning program. All Department of Corrections training courses.

The sending college may assist the receiving college in locating suitable training stations and clinical facilities within the confines of the sending college's district for the purpose of providing laboratory and clinical instruction by the receiving college for the convenience of the sending college's students enrolled in any of the programs covered by this agreement.

Illinois Eastern Community Colleges, District #529, agrees to accept students from John A. Logan College, District #530, in the following programs:

Name of Program	Degree
Advanced Industrial Technician	Certificate
Advanced CNC Programming	Certificate
Advanced Manufacturing	Degree
Advanced Machining	Certificate
Agricultural Technology/Business	AAS Degree
Agricultural Technology/Production	AAS Degree
Agriculture, Professional Ag Applicator	Certificate
Alternative Fuels	Certificate
Basic Quality Manufacturing Skills	Certificate
Computer Telephony	AAS Degree
Diesel Equipment Technology	AAS Degree
Electrical Distribution Systems	Certificate
Energy Technology	AAS Degree
Entrepreneurship	Certificate
Gunsmithing	AAS Degree/Certificate
Horticulture	AAS Degree/Certificate
Industrial Leadership and Organization (MANUF)	Certificate
Industrial Management (INDMG)	AAS Degree
Industrial Quality Management	AAS Degree/Certificate
Manufacturing Design	Certificate
Phlebotomy	Certificate
Process Technology	AAS Degree/Certificate
Radio-TV Broadcasting	AAS Degree
Real Estate	Certificate
Reliability Maintenance	Certificate
Telecommunications Technology	AAS Degree/Certificate
Turf and Landscape Design	Certificate

All mutually approved interactive courses in the distance learning program. All Department of Corrections training courses.

## III. Student Enrollment and Responsibility

The cooperating institutions allow enrollment in programs included in this agreement on the same basis as enrollment for in-district students. Students wishing to participate in these programs/courses should be encouraged to enroll as soon as they can to ensure their admission to the program of their choice.

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

Students shall be responsible and liable for their own transportation to and from the sending and receiving district.

### IV. Receiving District's Responsibility

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

The receiving district will maintain the official records which include the student's transcript, grades and other related records. The receiving college will award any certificate or degree earned by the student.

#### V. Finance

The receiving district shall claim credit hours or other state and federal reimbursement normally received for students of its district for any program contained in this agreement, but will receive no equalization for these students. The sending district will pay no chargeback to the receiving college for any program contained in this agreement, but will receive equalization for these students.

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

Procedurally, students who wish to enroll at the receiving district in one of the programs herein identified will secure from their sending district a letter designating them as eligible to participate in the specific program covered by this cooperative agreement. The letter will either be sent directly to the receiving district or given to the student.

# VI. Publicity and Catalog

The sending college will list the educational programs of the receiving college, which are included in this agreement, in its catalog and other informational brochures.

## VII. Amendments to Agreements

This agreement will be reviewed annually or at any time by mutual written consent of the participating colleges. Such amendments and/or revisions shall be prepared in the form of an addendum agreement.

### VIII. Termination

This agreement may be terminated at any time by the participating colleges. In the event of such termination, students who have entered the educational programs covered by this agreement shall be allowed to complete said programs.

**IX.** The following responsible college representatives commit the aforementioned agencies to this joint agreement.

# John A. Logan College District #530

President		Date
Chairman, Board of Trustees		Date
Secretary, Board of Trustees		Date
	Illinois Eastern Community Colleges District #529	
Chief Executive Officer		Date
Chairman, Board of Trustees		Date
Secretary, Board of Trustees		Date

# Agenda Item #8D

Joint Agreement with Kaskaskia College

# Agenda Item #8D

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Joint Agreement between Illinois Eastern and Kaskaskia College

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

**IECC** 

Added: Fire Science AAS

Basic Fire Suppression Certificate
Advanced Suppression Specialist Certificate
Fire Service Administrator Certificate

Kaskaskia College

Added: Dental Assistant AAS

Library Technical Assistant AAS/Certificate

Removed: Alcohol and Other Drug Abuse Certificate

Culinary Arts AAS

Culinary Arts – Advanced Cooking
Culinary Arts – Basic Cooking
Culinary Arts – Prep Cooks
Culinary Management
Culinary Management
Certificate
Certificate
Certificate
Certificate

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

TLB/rs

Attachment

# JOINT AGREEMENT PROGRAM WITH KASKASKIA COLLEGE

### District #501

#### and

# ILLINOIS EASTERN COMMUNITY COLLEGES District #529

Illinois Eastern Community Colleges, District #529

(Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College), agrees to accept students from

KASKASKIA COLLEGE, District #501, in the following programs:

Advanced CNC Programming

Advanced Machining

Advanced Manufacturing

Alternative Fuels

Automation

Certificate

Certificate

Certificate

Certificate

Certificate

Certificate

Certificate

AAS/Certificate

Diesel Equipment Technology AAS **Electrical Distribution Systems** Certificate **Energy Technology** AAS Fire Science AAS **Basic Fire Suppression** Certificate **Advanced Suppression Specialist** Certificate Fire Service Administrator Certificate Gunsmithing AAS/Certificate Industrial Leadership & Organization Certificate Manufacturing Design Certificate **Process Technology** AAS/Certificate

Radio-TV Broadcasting AAS
Reliability Maintenance Certificate
Telecommunications Technology AAS/Certificate

# Kaskaskia College, District #501, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, District #529,

Certificate of Aeronautical Science Certificate
Computer Drafting Technology AAS/Certificate

Dental Assisting
Dental Assisting
Certificate
Diagnostic Medical Sonography
Geospatial Technology
Certificate
Library Technical Assistant\*
AAS

Library Technical Assistant\*

Medical Laboratory Technology

Occupational Therapist Assistant

Personal Fitness Trainer

Physical Therapist Assistant

Resident/Commercial Electrical Tech

Respiratory Therapy

Veterinary Technician

AAS/Certificate

AAS

Certificate

AAS

AAS

AAS

AAS

AAS

## \*Pending ICCB approval

#### **COOPERATIVE AGREEMENT**

The Joint Agreement between Kaskaskia College and Illinois Eastern Community Colleges is hereby extended for a one-year period beginning July 1, 2015.

Kaskaskia College	
Chairman of the Board of Trustees	President
Date	Date
Illinois Eastern Community Colleges	
Chairman of the Board of Trustees	Chief Executive Officer
Date	Date

#### Agenda Item #8E

Joint Agreement with Lake Land College

#### Agenda Item #8E

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Joint Agreement between Illinois Eastern and Lake Land College

Attached is the Joint Agreement between Illinois Eastern and Lake Land College. Changes to this agreement from last year are:

**IECC** 

Added: Electrical Distribution Systems Certificate

Radiography AAS

Lake Land College

No changes or updates from 2014

I request Board approval of the joint agreement with Lake Land College.

TLB/rs

Attachment

#### A JOINT AGREEMENT FOR EDUCATION COOPERATION

# between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 and LAKE LAND COLLEGE, DISTRICT #517

This agreement is made this \_\_\_ day of \_\_\_\_\_, 2015 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and LAKE LAND COMMUNITY COLLEGE, DISTRICT #517, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

#### **PURPOSE**

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

#### I. <u>INSTITUTIONAL IDENTIFICATION</u>

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

#### II. EDUCATIONAL PROGRAMS

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 agrees to accept students from LAKE LAND COLLEGE, DISTRICT #517, in the following programs:

Collision Repair Technology (Olney Central)

Electrical Distribution Systems (Frontier)

Certificate
Pharmacy Technician (Lincoln Trail)

Radiography (Olney Central)

AAS

AAS

LAKE LAND COLLEGE, DISTRICT #517, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Civil Engineering Technology

Dental Hygiene

AAS

Physical Therapy Assistant

AAS

Intro to GIS

Certificate

#### STUDENT ENROLLMENT AND RESPONSIBILITY

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

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

#### III. RECEIVING DISTRICT'S RESPONSIBILITIES

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

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

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

#### V. <u>FINANCE</u>

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

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

#### VI. PUBLICITY AND CATALOG

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

#### VII. AMENDMENTS TO AGREEMENT

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

#### VIII. <u>TERMINATION</u>

This agreement shall be terminated at any time by either ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, or LAKE LAND COLLEGE, DISTRICT #517. In the event of such termination, students who have entered the educational programs covered under this agreement shall be allowed to complete said program.

The following commit the aforementioned agencies to this joint agreement:

ILLINOIS EASTERN COMMUN District #529	NITY COLLEGES	LAKE LAND COLLEGE District #517	
Chief Executive Officer	Date	President	Date
Chairman, Board of Trustees	Date	Chairman, Board of Trustees	Date
Secretary, Board of Trustees	 Date	Secretary, Board of Trustees	Date

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

#### Agenda Item #8F

Joint Agreement with Rend Lake College

#### Agenda Item #8F

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Joint Agreement between Illinois Eastern and Rend Lake College

Attached is the Joint Agreement between Illinois Eastern and Rend Lake College. Changes to this agreement from last year are:

**IECC** 

No changes or updates from 2014

Rend Lake

Removed: Baking and Pastry Arts Certificate

Culinary Arts Management AAS/Certificate

Enology AAS

Viticulture AAS/Certificate

I request Board approval of the joint agreement with Rend Lake College.

TLB/rs

Attachment

## A JOINT AGREEMENT FOR EDUCATIONAL COOPERATION BETWEEN REND LAKE COLLEGE, DISTRICT #521 AND

#### ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement effective beginning Fall 2015 entered into between the Board of Trustees of the above listed community colleges, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

#### **Purpose**

It is the desire of the districts entering into this agreement to expand educational services to the greatest number of students. The parties believe this agreement should be one of the means of implementing the Board of Higher Education's State of Illinois Master Plan – Phase IV in accomplishing a viable method of cooperation between the parties involved in the agreement.

#### I. Instructional Identification

For the purpose of this agreement, the college district sending the students to another college will be referred to as the "sending district" and the college receiving students from another district will be referred to as the "receiving district".

#### **II. Educational Programs/Course**

Any educational program offered by and between the parties to this agreement shall be approved by the Illinois Community College Board and the Board of Higher Education.

Rend Lake College, District #521, agrees to accept students from Illinois Eastern Community Colleges, District #529, in the following programs:

NAME OF PROGRAM	DEGREE
Architectural Technology	Certificate/AAS
Architecture-Computer Aided Drafting	Certificate
Computer Tomography	Certificate
Green Facilities Management	Certificate
MRI	Certificate
Surveying Technology	AAS

Illinois Eastern Community Colleges, District #529, agrees to accept students from Rend Lake College, District #521, in the following programs:

NAME OF PROGRAM	DEGREE
Collision Repair Technology	AAS
Electrical Distribution Systems	Certificate
Gunsmithing	Certificate/AAS
Industrial Leadership & Organization	Certificate
Industrial Maintenance HVAC I	Certificate
Process Technology	Certificate/AAS
Radio/TV Broadcasting	AAS
Telecommunications Technology	Certificate/AAS
Accounting	AAS

The Sending College may assist the Receiving College in locating suitable training stations and clinical facilities within the confines of the Sending College's District for the purpose of providing laboratory and clinical instruction by the Receiving College for the convenience of the Sending College's students enrolled in any of the programs covered by this agreement.

#### III. STUDENT ENROLLMENT AND RESPONSIBILITY

The cooperating institutions allow enrollment in programs included in this agreement on the same basis as enrollment for in-district students. Students wishing to participate in these programs/courses should be encouraged to enroll as soon as they can to ensure their admission to the program of their choice.

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

Students shall be responsible and liable for their own transportation to and from the sending and receiving district.

#### IV. RECEIVING DISTRICT'S RESPONSIBILITIES

The receiving district shall provide access to its learning resources center and other instructional resources, and provide counseling/guidance, placement, follow-up, and other services that will facilitate the learning process for students from the sending district equal to those provided for any other student on its campus.

The receiving district will maintain the official records which include the student's transcript, grades, and other related records. The receiving district will award any certificate or degree earned by the student.

The receiving district shall, at the end of each semester, provide the sending district with a listing of the sending district's students and the number of hours they were enrolled in each of the programs covered by this Agreement during the preceding semester.

#### V. FINANCE

The receiving district shall claim credit hours or other state and federal reimbursement normally received for students of its district for any program contained in this agreement but will receive no equalization for these students. The sending district will pay no chargeback to the receiving district for any program contained in this agreement, but will receive equalization for these students.

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

Procedurally, students who wish to enroll at the receiving district in one of the programs herein identified will secure from their sending district a letter designating them as eligible to participate in the specific program covered by this cooperative agreement. The letter will either be sent directly to the receiving district or given to the student.

#### VI. PUBLICITY AND CATALOG

The sending college will list the educational programs of the receiving college, which are included in this agreement, in its catalogs and other informational brochures.

The receiving and sending districts may assist each other in distributing information about programs covered under this agreement to high schools within their respective districts.

#### VII. AMENDMENTS TO AGREEMENT

This agreement will be reviewed annually or at any time by mutual written consent of the participating colleges. Such amendments and/or revisions shall be prepared in the form of an addendum agreement.

#### VIII. TERMINATION

This agreement may be terminated at any time by the participating colleges. In the event of such termination, students who have entered the educational programs covered by this agreement shall be allowed to complete said program.

The following responsible college representatives commit the aforementioned agencies to this joint agreement.

# REND LAKE COLLEGE District #521 President Chairman, Board of Trustees Date ILLINOIS EASTERN COMMUNITY COLLEGES District #529

Chief Executive Officer

Date

Chairman, Board of Trustees

#### Agenda Item #8G

Joint Agreement with Southwestern Illinois College

#### Agenda Item #8G

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Joint Agreement between Illinois Eastern and Southwestern Illinois College

Attached is the Joint Agreement between Illinois Eastern and Southwestern Illinois College. Changes to this agreement from last year are:

**IECC** 

No changes or updates from 2014

Southwestern Illinois College

Removed: Ward Clerk Certificate

I request Board approval of the joint agreement with Southwestern Illinois College.

TLB/rs

Attachment

# A JOINT AGREEMENT FOR EDUCATION COOPERATION between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 and SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522

This agreement is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2015 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

#### **PURPOSE**

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

#### I. INSTITUTIONAL IDENTIFICATION

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

#### II. EDUCATIONAL PROGRAMS

SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Aviation Maintenance Technology AAS Degree

Aviation Pilot Training

AAS Degree/Certificates
Industrial Pipefitting

AAS Degree/Certificate

Physical Therapist Assistant AAS Degree
Respiratory Care AAS Degree
Sign Language/Basic Communication Certificate
Sign Language/Interpreter AAS Degree

#### ILLINOIS EASTERN COMMUNITY COLLEGES, District #529, agree to accept students from SOUTHWESTERN ILLINOIS COLLEGE, District 522, in the following programs:

Professional Ag Applicator Certificate
Agricultural Technology/Business AAS Degree
Agricultural Technology/Production AAS Degree
Automotive Service Specialist Certificate

Automotive Service Technology AAS Degree/Certificate

Automotive Service Tech I & II Certificate

Computer Telephony AAS Degree/Certificate

Diesel Equipment Technology AAS Degree Electrical Distribution Systems Certificate Engine Performance Specialist Certificate

Gunsmithing AAS Degree/Certificate

Industrial ManagementAAS DegreeInterconnect TechnicianCertificateOSP TechnicianCertificatePharmacy TechnicianCertificate

Process Technology AAS Degree/Certificate

Radio/TV Broadcasting AAS Degree Telecommunications Technology AAS Degree

#### III. STUDENT ENROLLMENT AND RESPONSIBILITY

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

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

#### IV. RECEIVING DISTRICT'S RESPONSIBILITIES

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

The Receiving District will maintain the official records which include the student's transcript, grades and other related records. The records and transcripts will clearly identify the fact that the student attended under the terms of the cooperative agreement. The Receiving College will

award any certificate or degree earned by the student, while informing the Sending College of the award.

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

#### V. <u>FINANCE</u>

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

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

#### VI. PUBLICITY AND CATALOG

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

#### VII. AMENDMENTS TO AGREEMENT

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

#### VIII. TERMINATION

This agreement shall be terminated at any time by either ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, or SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522. In the event of such termination, students who have entered the educational programs covered under this agreement shall be allowed to complete said program.

The following commit the aforementioned agencies to this joint agreement:

ILLINOIS EASTERN COMMUNITY COLLEGES District #529		SOUTHWESTERN ILLINOIS COLLEGE District #522	
Chairman, Board of Trustees	Date	Chairman, Board of Trustees	Date
Secretary, Board of Trustees	Date	Secretary, Board of Trustees	Date
Illinois Eastern Community Colleges and S religion, gender, age, disability, or national		College do not discriminate on the basis of	race, color,

#### Agenda Item #8H

#### **Newton Power Plan EAV Settlement**

#### Agenda Item #8H

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Newton Power Plant EAV Settlement

The assessment of the Newton Power Plant has been difficult for some years. For historical perspective, the Board should realize that the last settlement covered the years 2009, 2010, 2011, and 2012 with declining assessments of \$115,000,000, \$108,000,000, \$100,000,000, and \$90,000,000 respectively. Because the assessment did not occur until 2013, the taxing bodies had over collected taxes in a substantial amount, but the taxing bodies and Ameren agreed to settle the over collected amount at \$4,000,000 and gave the taxing bodies eight years to repay the over collected amounts.

The taxing bodies and Illinois Power Generating Company (IPGC), the current owner of the former Ameren Newton Power Plant, reached an agreement several months ago that was described and approved by the Board of Trustees. The final documents involving this settlement have now been committed to writing. The settlement covers Tax Years 2014, 2015 and 2016. Pursuant to the settlement, the IPGC Newton Power Plant's assessment will be as follows:

2014 AV - \$67,000,000 2015 AV - \$67,000,000 2016 AV - \$67,000,000

Further, the taxing bodies agreed to defer one year of refund payments for the School District from the 2010-2013 agreement. This was agreed to so that the School District could recapture a portion of the lost EAV through State Aid. The repayment portion of the agreement will have no impact on any other Taxing Districts.

Although the 2014-2016 settlement results in a drop in EAV, the taxing bodies are satisfied with the outcome. IPGC had submitted an appraisal that would have supported an assessment of \$32,573,242, and the settlement is better than double this number. Significantly, the taxing bodies believe the assessment to be higher than it would have been if the matter had gone to the Property Tax Appeal Board (PTAB).

Now that the settlement agreement is in written form, there are three documents that will require the Board's approval.

- 1) 2015 Newton Station Settlement Agreement
- 2) First Amendment to Ameren Newton Station Settlement Agreement
- 3) First Amendment to Intergovernmental Agreement Regarding Ameren Settlement

IPGC Newton Power Plant Settlement Agreement has been described above.

The Board must approve the first Amendment to Ameren Newton Station Settlement Agreement amends the 2007-2010 settlement agreements by recognizing IPGC as the new owner with all of the rights and liabilities that Ameren had prior to the sale.

The Board must also approve the first Amendment to Intergovernmental Agreement Regarding Ameren Settlement which amends the payment provisions for the School District.

Once these agreements are fully executed by IPGC and by all the taxing bodies, the three agreements will be submitted to the Jasper County Court for approval.

With court approval, the assessment will be resolved until at least 2017.

I ask the Board's approval of these three agreements which resolve the assessment for 2014, 2015, and 2016 of the IPGC Newton Power Plant.

TLB/rs

#### Agenda Item #8I

#### **Miscellaneous Course Fees**

#### Agenda Item #8I

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Miscellaneous Course Fees

The District is developing new courses that will require establishment of new fees and continuing courses have increased costs that require an increase in fees.

#### Miscellaneous Course Fees (pages 37-38 of IECC catalog) – Effective Fall Semester 2015

Culinary Arts (new fees)		
CUL 1201 Basic Food Service		\$50
CUL 1203 Culinary Fundamentals		\$100
Nail Technology (new fees)		
COS 1261 Nail Technology I		\$50
COS 1262 Nail Technology II		\$50
COS 1263 Nail Technology III		\$50
COS 1264 Nail Technology IV		\$50
Real Estate Continuing Education (new fees)		
BUS 2606 Real Estate Continuing Ed. I		\$30
BUS 2607 Real Estate Continuing Ed. 2		\$30
Welding (revised fees)		
WEL 1201 Basic Welding	<del>\$30</del>	\$50
WEL 1203 Practical Welding	<del>\$30</del>	\$50
WEL 1206 Special Projects	<del>\$30</del>	\$50
WEL 1210 Gas Metal Arc Welding	<del>\$30</del>	\$50
WEL 1215 Shielded Metal Arc Welding I	<del>\$30</del>	\$50
WEL 1220 Metal Cutting and Preparation	<del>\$30</del>	\$50
WEL 1230 Shielded Metal Arc Welding II	<del>\$30</del>	\$50
WEL 1260 Combination Welding	<del>\$30</del>	\$50

I recommend the Board's approval of the new and revised miscellaneous course fees effective Fall Semester 2015.

TLB/rs

#### Agenda Item #8J

#### **International Student Transportation Fee Increase**

#### Agenda Item #8J

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: International Student Transportation Fee Increase

I recommend the Board's approval of the below increase in the International Student Transportation Fee effective immediately.

#### International Student (page 38 of IECC catalog) – Effective Immediately

Transportation Fee (per semester)

\$250

\$300

TLB/rs

# Agenda Item #8K Appointment of Board Audit Committee

#### Agenda Item #8K

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

SUBJECT: Appointment of Board Audit Committee

Board members John Brooks and Gary Carter currently serve as members of the Board Audit Committee. The Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and then the Board takes action on the District's required annual audit.

The board should consider the reappointment of Board members Brooks and Carter or make new appointments to the Audit Committee.

TLB/akb

#### Agenda Item #8L

#### **FY2016 Budget Resolution**

#### Agenda Item #8L

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

SUBJECT: FY2016 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 15 at Olney Central College, and states that the budget will be adopted by the Board on September 15, 2015, following the hearing.

I ask the Board's approval of the Budget Resolution.

TLB/akb

Attachment

#### BOARD OF TRUSTEES RESOLUTION BUDGET FY2016

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges 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 2016 fiscal year:

- 1. Date of Fiscal Year: July 1, 2015 June 30, 2016.
- 2. Publication of Notice of Public Hearing on Budget: On or before August 7, 2015.
- 3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 7, 2015.
- 4. Mailing Tentative Budget to Board of Trustees: August 7, 2015.
- 5. Public Hearing on Budget: September 15, 2015, 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 15, 2015, following the Public Hearing.

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

	June 16, 2015
Chairman, Board of Trustees	Date
	June 16, 2015
Secretary, Board of Trustees	Date

#### Agenda Item #8M

#### **Inter-Fund Loans Resolution**

#### Agenda Item #8M

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

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 fiscal 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 2016, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2016.

TLB/akb

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 2016, 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 2016, 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, 2016.

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

	June 16, 2015
Chairman, Board of Trustees	Date
	June 16, 2015
Secretary, Board of Trustees	Date

#### Agenda Item #8N

#### **Building and Maintenance Fund Resolution**

#### Agenda Item #8N

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

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/akb

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.

DISTRICT #529	
	June 16, 2015
Chairman, Board of Trustees	Date
	June 16, 2015
Secretary, Board of Trustees	Date

BY ODDED OF THE BOADD OF TRUCTEES

# Agenda Item #8O

# **Payment of Accrued Bills**

#### Agenda Item #80

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

SUBJECT: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2015. By July 20 all FY2015 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 August Board meeting, that electronic report will include current bills for approval <u>plus</u> 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 FY2015 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

TLB/akb

# Agenda Item #8P

**Working Cash Fund** 

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

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 \$25,000 from the Working Cash Fund to the General Fund prior to June 30, 2015.

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 \$25,000 Working Cash Fund interest to the General Fund on or before June 30, 2015.

TLB/akb

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, 2015;

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 \$25,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2015.

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

	June 16, 2015
Chairman, Board of Trustees	Date
	Juno 16, 2015
	June 16, 2015
Secretary, Board of Trustees	Date

# Agenda Item #8Q

**Lease Agreements** 

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Lease Agreements

The following leases are submitted for Board consideration and action as requested on each individual lease.

- 1. OCC Cosmetology Lease lease for the Cosmetology program property located at 104 E. Main, Olney, IL to extend the lease through June 30, 2015, at the current monthly rent of \$1,250.00. Because this program is being moved to the West Richland Center, the District has notified the lessor of termination of the lease and requests a month to month lease during July and August. **Board of Trustees Action is Required.**
- 2. OCC Phlebotomy and Massage Therapy Lease lease for the Phlebotomy and Massage Therapy programs located at 108 East Main Street, Olney, IL extended the lease through June 30, 2015, at the current monthly rental of \$1,500.00. Because this program is being moved to the West Richland Center, the District has notified the lessor of termination of the lease and requests a month to month lease during July and August. **Board of Trustees Action is Required.**
- 3. 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.
- 4. 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 was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
- 5. 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, 2016 at the current monthly rental rate of \$2,000. **Board of Trustees Action is Required.**
- 6. 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 \$850 per month. The lease is hereby extended to June 30, 2016 at the current monthly rental rate of \$850. **Board of Trustees Action is Required.**

- 7. IECC/LTC and City of Robinson Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2016.
- 8. 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 lease expires June 30, 2020. **Board of Trustees Action Required.**
- 9. 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 current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty year period.
- 10. 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.
- 11. IECC/C.E.F.S. Economic Opportunity Corporation WIA IECC currently leases property at 218 East Main Street, Olney, Illinois. This Sub-Lease with C.E.F.S. for 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. Sub-Lease period July 1, 2015 through June 30, 2016, at the current monthly rent of \$125.00. **Board of Trustees Action Required.**
- 12. IECC/FCC Foundation Lease The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Theatre for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre. The Foundation has agreed to extend the lease to June 30, 2016 under the current lease agreement. **Board of Trustees Action Required.**

TLB/rs

Attachments

# 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 <u>Rent and Term</u> 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:

- Lessee desires to terminate the current Lease Agreement on June 30,
   2015 and commence a month to month lease under the same terms and conditions. Lessor is agreeable with such changes.
- 400.2. The Lessee agrees to pay to Lessor the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) on or before the 30<sup>th</sup> of each month.
- 400.3. The parties hereto agree that in all other respects, paragraphs 2 through 22 shall remain in full force and effect.

Tom Fehrenbacher, Lessor	Chairman
Tom Temenoucher, Eesser	Board of Trustees
	Illinois Eastern Community College
	District #529
	ATTEST:
	Secretary
	Board of Trustees
	Illinois Eastern Community College
	District #529

#### 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, 2015. The parties agree that following the termination of the lease on June 30, 2015, that lessee may occupy the rental property on a month to month basis on the same terms and conditions as set forth in this lease agreement. The rental of \$1,500.00 per month will be payable on the first day of each month.

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 distrain for any rent that may be due thereof, at the election f Fehrenbacher; and in order to enforce a forfeiture of nonpayment of rent, it shall not be necessary to make demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day the same day or at any time on any subsequent day, shall be sufficient; and after such default Fehrenbacher shall be able to pursue a remedy of forcible entry and detainer entry of the premises under statute and shall further have all rights and remedies and provided by law and under this contract. In the even Fehrenbacher is required to employ an attorney to enforce his rights under this contract, he shall be entitled to receive from College his attorney fees and cost of suit.

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

If damage by fire or other casualty to the building on demised premises is so extensive as to amount to 50% or more total destruction of said building then College, at its option, may terminate this Lease and rent shall be apportioned and paid to the day of such fire and casualty. In all other cases where the building is damaged by fire or other casualty, Fehrenbacher shall repair the damage with reasonable dispatch and rent shall be apportioned until the damage has been repaired. Delays caused by inability to procure materials and/or labor, riots, national emergency, acts of

God, or of a public enemy, governmental laws and/or regulations, or other cause beyond Fehrenbacher's control shall be considered in determining what constitutes "reasonable dispatch".

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

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

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

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

In case of default in payment of rent under this lease, Fehrenbacher may 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 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 areaformaldehyde, 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 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.

_	and shall be deemed give	sts, demands, and other communications yen if personally delivered or mailed, ng Representatives:
Licensor's Representative:		
Licensee's Representative:		
10. <b>Assignment.</b> License sha		gn, license, sublet or sublet the Premises.
IT WITNESS WHEREC first above written.	OF, the parties have execu	ted this License in duplicate, the day and year
PRAIRIE STATE GENERATIN	NG COMPANY, LLC	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
By:	_	By:
Title:		Title:
Date:		Date:

#### AMENDMENT TO LEASE AGREEMENT

Wabash Valley College Foundation, Mt. Carmel, Illinois, hereinafter called "Foundation" and Illinois Eastern Community College District #529, 233 East Chestnut Street, Olney, Illinois, hereinafter called "District" entered into a lease for premises located at 310-314 West Third Street, in the City of Mt. Carmel, Wabash County, Illinois on the 25<sup>th</sup> day of July, 2009.

Under the terms of the lease, the District would occupy the premises from July 25, 2009 to July 25, 2014 and the District, after payment of \$1.00, would become the owner of the premises.

The District was to pay the sum of \$5,091.86 per month on the 25<sup>th</sup> of each month and the District has made such payments since the inception of the lease.

The Foundation and the District have agreed to amend the existing lease agreement as follows:

The lease period will be from March 1, 2012 to March 1, 2022.

The monthly lease payment due shall be \$1,401.75 due on the 25<sup>th</sup> of each month.

All other terms and conditions of the existing lease shall remain in effect.

The Foundation has taken appropriate action to approve this lease amendment. The Board of Trustees of the District approved this amendment on January 17, 2012.

Wabash Valley College Foundation	Chairman, Board of Trustees Illinois Eastern Community Colleges	
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	t #529, 233 East Chestnut Street, Olney, Illinois 62450, here	einafte
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 is 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 \$500,000,000.00 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.
- 19. 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.
- 20. 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.

- 21. 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 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"). 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.

- 22. The parties acknowledge and agree that this lease is the entire agreement between parties 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.
- 23. 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.0. Box 539 Olney, IL 62450

#### LEASE

THIS LEASE made the _	of	, by and between To	ommie D.
Fehrenbacher of 1401 Whittle Av	ve., P.O. Box 539 Oln	ey, 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, 2016 at the current monthly rental of \$2,000.00 payable on the 1st day of each month at the beginning of the month 1<sup>st</sup> 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 College	es
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.

<u>RENT</u>: College hereby agrees to pay rent for the leased premises as follows: Lease to be for one (1) years starting July 1, 2015 to June 30, 2016 at a lease amount of \$850.00 per month.

<u>REPAIRS & MAINTENANCE</u>: 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.

<u>INSURANCE</u>: 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.

<u>UTILITIES</u>: Tennant to be responsible for all utilities.

<u>FIRE</u>: 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.

<u>RENEWAL</u>: 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.

The lease is hereby extended to June 30, 2016 at a monthly rent of \$850.

TERMINATION: Lessee hereby notifies Lessor of intent to terminate this lease June 30, 2016.

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	, 2016.
WRIGHTSMAN-MUSSO, LTD.	ILLINOIS EASTERN O COLLEGES COAL TECHNOLOGY	
by	by	

#### INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made <u>August 10</u>, 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: \_\_\_\_\_ 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 17<sup>th</sup> 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 five years, commencing on July 1, 2015 through June 30, 2020.

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 Chairman
Wabash Valley College Foundation Board of Trustees
Illinois Eastern Community College

District #529

ATTEST:

Secretary Board of Trustees Illinois Eastern Community College District #529

#### Lease Agreement

THIS AGREEMENT, made and entered into by and between Ron E, Peach, hereinafter referred to as LESSOR, and The Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (IECC), of the Counties of Richland, Clark, Crawford, Clay, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, by and through its duly authorized representative, Terry Bruce, CEO, hereinafter referred as LESSEE;

- LESSOR is the owner of certain land located in Sections Eight (8) and Nine (9) of
  Township One (1) South, Range Twelve (12) West of the Second Principal Meridian,
  Wabash County, Illinois, which premises lie in a generally Northeasterly direction
  from the City of Mt. Carmel.
- 2. LESSEE is the owner and operator of a certain radio station with call letters WVJC; which station operates and broadcasts on the campus of Wabash Valley College in the City of Mt. Carmel, a college within the IECC District, Wabash County, Illinois.
- In order to provide better service for said radio station and its broadcasting activities,
   LESSEE wishes to erect, install and maintain a tower for transmission purposes upon a portion of land owned by LESSOR.
- 4. LESSOR wishes to enter into such lease and to allow the use of his land for the aforementioned purposes.

NOW, THEREFORE, the parties hereto do agree as follows:

A. <u>Leasing and Premises:</u> For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sums hereinafter required to be paid and the mutual covenants and agreements herein contained, LESSOR does hereby lease, let and demise unto LESSEE the following described premises: A part of Lot 15 of Sections 3, 4, 5, 8, 9 and 10, Township 1 South, Range 12 West of the Second Principal Meridian, Wabash County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 15, thence North 29°

- 00' West a distance of 1411.9 feet to an iron pin; thence North 60° 35' 12" East a distance of 384 feet to an iron pin being the point of beginning; thence North 60° 35' 12" East a distance of 50 feet to an iron pin; South 29° 00' East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence South 29° 00' East a distance of 137 feet to a point; thence South 60° 35' 12" West a distance of 450 feet to a point; thence North 29° 00' West a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence North 29° 00' West a distance of 567.2 feet to the point of beginning, containing 1.68 acres, more or less.
- B. <u>Rental:</u> The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.
- C. <u>Term:</u> The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. <u>Possession:</u> LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. <u>Use of Premises:</u> This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.
- F. <u>Easement:</u> LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:
  - An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north 60° 35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.
- G. <u>Taxes</u>: LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of

acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.

- H. Repairs and Destruction of Improvements: LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and, except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.
- I. Indemnification of Lessor: LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.
- J. <u>Warranties and Representations</u>: LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.

- K. <u>Electrical Interference:</u> LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.
- L. <u>Default:</u> In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.
- M. <u>Waiver:</u> The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. <u>Notice:</u> Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:

LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863

LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450

- O. <u>Binding Effect:</u> This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.
- P. <u>Continuing Use of Tower:</u> In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. <u>Relocation of Equipment:</u> LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.
- R. <u>Removal of Property:</u> At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return

the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.

S. <u>Authority:</u> This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

IN WITNESS WHEREOF, this agreement has been executed in duplicate originals, any one of which may be considered as an original copy, on the dates set forth below.

	Ron E. Peach "LESSOR"
STATE OF ILLINOIS )	
COUNTY OF WABASH ) SS.	
The foregoing instrument was acknowled, 2013, by Ron E. Peach.	edged before me this day of
	Notary Public
	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
	By Its <u>Chairman</u>
	ATTEST:
	Its <u>Secretary</u> "LESSEE"
STATE OF ILLINOIS ) SS.	
COUNTY OF RICHLAND )	
Chairman, Board of Trustees, of ILLINOIS EAHillis, Jr., personally known to me to be the Set DISTRICT #529, and personally known to reforegoing instrument, appeared before me this they signed and delivered the said instrument COMMUNITY COLLEGE DISTRICT #529, a COLLEGE DISTRICT #529 to be there affix ILLINOIS EASTERN COMMUNITY COLLEGE	and for said County, in the state aforesaid do hereby certify that the ASTERN COMMUNITY COLLEGE DISTRICT #529, and Harry ceretary of said ILLINOIS EASTERN COMMUNITY COLLEGE ne to be the same persons whose names are subscribed to the day in person and severally acknowledged that as such officials and as Chairman and Secretary, of said ILLINOIS EASTERN and caused the seal of said ILLINOIS EASTERN COMMUNITY ed, pursuant to authority given by the Board of Trustees of said ICE DISTRICT #529, as their free and voluntary act and deed of DLLEGE DISTRICT #529, for the uses and purposes therein set thisday of, A.D. 2013.
	Notary Public

#### **LEASE**

This agreement is made this 18<sup>th</sup> 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. <u>Use of Premises:</u> 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.
- 400.4. <u>Assignment of Lease</u>: The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.
- **5.** <u>Surrender of Premises</u>: 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.

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

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

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 IECC Board Chairman** ATTEST: IECC Board Secretary LESSEE: CITY OF OLNEY, ILLINOIS City of Olney Mayor ATTEST: City of Olney Clerk

#### **SUB-LEASE AGREEMENT**

#### **BETWEEN**

# C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION (WORKFORCE INVESTMENT ACT PROGRAM) AND

#### Illinois Eastern COMMUNITY COLLEGES

- 1. The Lease Agreement entered into this 1<sup>th</sup> day of July, 2015 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Investment Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
- 2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC Main Street Office at 218 East Main Street Olney, Illinois 62450 (approximately 120 sq.ft.), and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Investment Act Program to allow local residents to obtain necessary job skills that will lead to employment.
- 3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2015 through June 30, 2016 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
- 4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
- 5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
- 6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
- 7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
- 8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.

- 9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
- 10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
- 11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Investment Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

	LESSEE:	<b>C.E.F.S. Economic Opportunity Corporation</b>
		1805 South Banker Street
		Effingham, IL 62401-0928
		By:
		Its: Paul D. White, Chief Executive Officer
		CORPORATE SEAL
WITNESS:		
	LESSOR	: Illinois Eastern Community Colleges
		233 East Chestnut
		Olney, IL 62450
		By:
		Its: Terry Bruce, Chief Executive Officer
		CORPORATE SEAL
WITNESS:		

CEFS-LeaseAgreement-IllinoisEasternCommunityColleges-Olney-WIA-042814

#### **LEASE**

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Fitness Center/Theatre, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College.

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2016.

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

WHEREAS, the College agrees to provide routine maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre from the budget at Frontier Community College,

WHEREAS, the Foundation and College plan to make certain leasehold improvements to the facility, the parties agree that such improvements will become the property of the College.

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

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

Chief Executive Officer Illinois Eastern Community College

District #529

President

Frontier Community College Foundation

Adopted this 16<sup>th</sup> day of June 2015

Adopted this 16th day of June, 2015

# Agenda Item #8R

# Affiliation Agreement with Medical Office of Dr. Rachel Winters

#### Agenda Item #8R

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Affiliation Agreement with Medical Office of Dr. Rachel Winters - CMA

IECC wishes to enter into an affiliation agreement with the Medical Office of Dr. Rachel Winters, located in Lawrenceville, Illinois.

This affiliation agreement is for Lincoln Trail College's Certified Medical Assistant Program.

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

TLB/rs

Attachment

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

#### AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>18</u> day of <u>May</u>, 2015, 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 <u>Dr. Rachel Winters, Lawrenceville, IL</u> (hereinafter referred to as AGENCY). [Insert: Agency, City, and State Above]

#### WITNESSETH THAT:

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

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

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

- 1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S CMA Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
- 3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.
  - The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of LTC, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA students during their laboratory experience in the AGENCY.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the

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

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

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

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

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

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

9.	the other party heretof either party's facilities have any responsibilitie or students, or anyo Certified Medical Assist	I be paid any monetary reimbursement as such by fore for the contemplated program, or for use of by the other party. Neither party heretofore will as or liabilities to the other party, or its employees, ne participating in the contemplated program. Faculty and CMA students shall be covered by prior to any assignment for practice at the
<ol> <li>Automatic renewal of the agreement will be made e party hereto may terminate this AGREEMENT wit termination notice to the other party.</li> </ol>		ninate this AGREEMENT with a 90 day written
ins		the undersigned signatures have caused this ts duly authorized officials the day of
	AGENCY	LINCOLN TRAIL COLLEGE
Medical	Services Director	Certified Medical Assistant Faculty Member
Agency A	Administrator	College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

psq:6/26/06

# Agenda Item #8S

# Affiliation Agreement with St. Anthony's Memorial Hospital

#### **Agenda Item #8S**

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Affiliation Agreement with St. Anthony's Memorial Hospital - CMA

IECC wishes to enter into an affiliation agreement with St. Anthony's Memorial Hospital located in Effingham, Illinois.

This affiliation agreement is for Olney Central College's Certified Medical Assistant Program.

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

TLB/rs

Attachment

# CLINICAL AFFILIATION AGREEMENT BETWEEN OLNEY CENTRAL COLLEGE AND ST. ANTHONY'S MEMORIAL HOSPITAL

THIS CLINICAL AFFILIATION AGREEMENT (the "Agreement") is entered into as of the date of last signature below ("Effective Date"), by and between ST. ANTHONY'S MEMORIAL HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS (the "Facility") and OLNEY CENTRAL COLLEGE (the "College") (collectively, the "Parties" or separately, a "Party").

**WHEREAS,** Facility is an Illinois ("**State**") licensed acute care hospital located at 503 N. Maple St., Effingham, Illinois; and

**WHEREAS,** College desires to provide educational experiences to the students (hereinafter each a "**Student**" or collectively "**Students**") enrolled in College's practical learning programs, as listed in **Exhibit A**, attached hereto and incorporated herein (hereinafter, each a "**Program**" or collectively the "**Programs**"); and

**WHEREAS,** Facility is willing to make available certain Facility sites, as listed in **Exhibit B**, attached hereto and incorporated herein, to College, its employed faculty members, if applicable, and Students for the purpose of providing practical learning and clinical experiences through the Programs, which will necessarily include some activities and tasks performed by each Student; and

WHEREAS, requirements specific to each Program are set forth in **Exhibit C**.

**NOW, THEREFORE**, it is understood and agreed upon by the Parties hereto as follows:

#### 1. COLLEGE RESPONSIBILITIES:

**1.1. Provision of foundational curriculum to students.** College shall have the total responsibility for planning and determining the adequacy of the educational experience of Students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those Students who have satisfactorily completed the prerequisite didactic portion of College's Program curriculum.

#### 1.2. Student professional liability insurance.

1.2.1. State Colleges and Universities. If College is a state College or university, College shall require Students participating in the practicum to maintain, and College shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such Student while participating in the program at the Facility. Provided further, in the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student.

- 1.2.2. Other Colleges and Universities. Unless otherwise specified in **Exhibit C**, College shall require Students participating in the practicum to maintain, and College shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such Student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to Student participation in the Program. In the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. College shall require Students participating in the Program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student.
- 1.2.3. <u>Additional insurance coverage</u>. Any additional applicable insurance coverage requirements shall be set out by the Parties in <u>Exhibit C</u> to this Agreement.
- 1.3. Designation of liaison to Facility; communications relating to clinical placements. College will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the Students participating in the Programs will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter, e-mail, or telephone in other instances. College shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.
- **1.4. Evidence of student certifications, vaccinations, etc.** Where applicable, College shall provide evidence that a Student has met all vaccination and certifications requirements, as required by law and Facility policy, which may include, without limitation, CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB, as described in further detail in **Exhibit C**.
- **1.5.** Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed Student prior to participation in the clinical rotation. It is College's responsibility to ensure that the background check and drug screening have been completed and that Students with unacceptable results will not participate at sites where Students with such results are forbidden by policy.
- **1.6. School notices to students.** College shall notify each Student prior to his/her arrival at the Facility and shall ensure that he/she:
  - 1.6.1. Follows the administrative policies, standards, and practices of the Facility.

- 1.6.2. Obtains medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- 1.6.3. Provides his/her own transportation and living arrangements.
- 1.6.4. Reports to the Facility on time and follows all established regulations during the regularly scheduled operating hours of the Facility.
- 1.6.5. Conforms to the standards and practices established by College while functioning at the Facility.
- 1.6.6. Obtains prior written approval of the Facility and College before publishing any material relating to the clinical learning experience.
- 1.6.7. Meets the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional code of ethics and the applicable standards of TJC and/or other relevant accrediting or regulatory bodies.
- **1.7. Qualifications of School faculty.** College represents and warrants that relevant faculty members are appropriately certified and/or licensed. Where applicable, College will provide the Facility with copies of evidence of certifications or licensures, as specified in **Exhibit C**.

#### 2. FACILITY RESPONSIBILITIES:

- **2.1. Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section 3.2 of this Agreement, the Facility agrees to make the appropriate facilities available to College in order to provide supervised clinical experiences to Students. Such facilities shall include an environment conducive to the learning process of the Students as intended by the terms of this Agreement and conforming to customary Facility procedures.
- **2.2.** Facility rules applicable to Students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by College and, during periods of clinical assignment, Students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
- **2.3. Patient care.** While at the Facility, Students are not to replace the Facility staff, and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences set forth in **Exhibit D**, attached hereto and incorporated herein by reference (the "**Patient Care Duties**"). Any such direct contact between a Student and a patient shall be under the supervision of a supervisor designated by the Facility. The Facility shall at all times remain responsible for patient care.
- **2.4. Emergency treatment of Students.** Emergency outpatient treatment will be available to Students while in the Facility hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital Facility site, standard procedure will be followed. It is the Student's responsibility to bear the cost of the emergency treatment.
- **2.5. Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with College's designated liaison person

to assure mutual participation in and surveillance of the clinical Programs. The Facility shall notify College in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

- **2.6. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to College the name, and where applicable the professional and academic credentials, of the individual(s) overseeing Student(s) experiences, as specified in **Exhibit C**.
- **2.7. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of College and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- **2.8. Provision of relevant Facility policies.** Where applicable, the Facility shall provide Student(s) and College with the Facility's administrative policies, standards and practices relevant to the clinical placement, as specified in **Exhibit C**.
- **2.9. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding College's Students who train at the Facility pursuant to this Agreement.

#### 3. OTHER RESPONSIBILITIES:

- 3.1. Compliance with patient privacy laws. College agrees to abide by and require its faculty and Students to abide by the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other state or federal health information privacy and security laws (collectively, "Privacy Laws") in effect as of the Effective Date or as amended from time to time. Upon request, the Parties may amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that Facility is at all times in conformance with all Privacy Laws. School and each Student acknowledges and agrees that each is a participant in Facility's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation.
- **3.2. Determination of instructional period.** The course of instruction will cover a period of time as arranged between College and the Facility. The beginning dates and length of experience shall be mutually agreed upon by College and the Facility.
- **3.3. Determination of number of participating Students.** The number of Students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and College agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such

event, Facility may reduce the number of Students eligible to participate in the clinical education experience with prior notice to College and adequate time for College to reassign the Student(s) to another clinical site. The Facility agrees further to accommodate Students of College who are similarly displaced from other clinical affiliates of College to the extent that clinical space is available at the Facility.

**3.4. Evaluation of Students' clinical experiences.** Evaluation of the clinical learning experiences of the Students will be accomplished jointly by College and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to Students.

#### 3.5. Removal of Students.

- 3.5.1. College has the right to remove a Student from a clinical education Program. College shall notify the Facility of such removal in writing.
- 3.5.2. The Facility may immediately remove any Student participating in a clinical education experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. The Facility, in its sole discretion, may also immediately remove any Student for the failure to adhere to any applicable policy, procedure, standard, or practice of the Facility. In such event, the Facility shall notify College in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a Student for any other reason, it shall notify College in writing of the reasons for the removal and shall consult with College before removing the Student.

#### 4. TERM OF AGREEMENT:

The initial term of this Agreement shall be for one (1) year, to commence on the Effective Date and terminate one (1) year thereafter. Following expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms until terminated in accordance with this Section. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is terminated, Students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

#### **5. ADDITIONAL TERMS:**

**5.1. Ethical and Religious Directives**. The Parties acknowledge that Facility is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("**Ethical and Religious Directives**"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Facility. It is the intent and agreement of the Parties that neither this

Agreement nor any part hereof shall be construed to require Facility to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives. College shall ensure that Students act in accordance with the Ethical and Religious Directives when engaged in clinical educational experiences at Facility.

- **5.2. Compliance with laws.** The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)), Fraud and Abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "**Laws**").
- 5.3. System Responsibility Program. Facility has in place a System Responsibility Program (the "Responsibility Program") which has as its goal, to ensure that Facility complies with Laws. The Responsibility Program focuses on risk management, the prevention of misconduct and the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices. College acknowledges Facility's commitment to the Responsibility Program and agrees to conduct all activities which occur pursuant to this Agreement in accordance with the underlying philosophy of the Responsibility Program.
- **5.4. Warranty of non-exclusion.** Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. College shall notify Facility in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Facility shall have the right to terminate this Agreement immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation.
- 5.5. Independent parties. Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Facility shall not be responsible for the payment of any federal, state or local taxes arising under or in connection with this Agreement, including, without limitation, the payment of actual and estimated tax liabilities, and Facility shall be indemnified and held harmless from any loss, cost, or liability arising out of College's failure to do so.

- **5.6. Indemnification.** Each Party agrees to indemnify and hold the other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from (a) any negligent or willful act or omission of the Party, its agents, or employees, (b) breach of this Agreement or (c) violation of a Law; provided, however, that College shall not be entitled to indemnification for any claims, liability, losses, or damages caused by the acts or omissions of any of its Students or faculty members assigned to Facility pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This Section 5.6 shall survive the expiration or earlier termination of this Agreement. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 5.7. Non-discrimination. The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- **5.8. Employment status.** No assigned Student or College faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such Student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
- **5.9. Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- **5.10. Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party, except that this Agreement may be assigned by Facility without the prior written approval of College to an affiliate of Facility. For purposes of this Agreement, "Affiliate" shall mean any successor entity of Facility, or any entity controlled directly or indirectly by Facility or Hospital Sisters Health System.
- **5.11. Books and records.** If this Agreement is a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, the Parties agree to make available to the Comptroller General of the United States ("**Comptroller General**"), the Secretary of the Department of Health and Human Services ("**Secretary**") and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services

provided by each Party, respectively. If either Party, upon the approval of the other Party, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

- **5.12.** Corporate practice of medicine. Nothing contained herein shall be construed as allowing or authorizing Facility to engage in the practice of medicine, either directly or through its agents or employees. It is the intent of the Parties that any actions performed pursuant to this Agreement which constitute acts of medicine are not acts of, or by, Facility.
- **5.13.** Counterparts; facsimile and pdf signatures. The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.
- **5.14. Entire agreement.** This Agreement supersedes all previous contracts or agreements between the Parties for the same services, and constitutes the entire agreement between the Parties. Neither College nor Facility shall be entitled to benefits other than those specifically enumerated herein.
- **5.15. Governing law.** This Agreement shall be construed and governed by the laws of the State. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where Facility is located in the State.
- **5.16. Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- **5.17. Interpretation.** The Parties hereto acknowledge that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- **5.18. Notice.** Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail, by overnight courier service (e.g., UPS), by electronic mail for which the sender has an electronic receipt, or by hand delivery, at the address listed under the Party's signature to this Agreement unless either Party shall designate a new address by written notice. The notice shall be deemed to be given as follows: (i) in the case of certified or registered mail, three (3) days after the date of its mailing; (ii) in the case of overnight courier service, on the next business day following

- mailing; (iii) in the case of electronic mail, on the date notice was sent; and (iv) in the case of hand delivery, on the date of its receipt by the Party entitled to it.
- **5.19. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- **5.20. Survival.** Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.
- **5.21. Third party rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.
- **5.22. Waiver of breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the last day and year set forth below.

For and on behalf of:

#### ST. ANTHONY'S MEMORIAL HOSPITAL, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS

#### **OLNEY CENTRAL COLLEGE**

Printed Name: Theresa J. Rutherford	Printed Name:
Title: President & CEO	Title:
Date:	Date:

# **EXHIBIT A**

# PROGRAMS

Olney Central College Medical Assistant Program

# **EXHIBIT B**

# FACILITY SITES

St. Anthony's Memorial Hospital 503 N. Maple Street Effingham, Illinois

# **EXHIBIT C**

# PROGRAM SPECIFIC REQUIREMENTS

ST. ANTHONY'S MEMORIAL HOSPITAL

Facility: School: OLNEY CENTRAL COLLEGE Program: MEDICAL ASSISTANT PROGRAM

		Facility requires:	Yes	No
1)	Student million College	of general and medical professional liability protection for its as and faculty assigned to the Facility in a minimum amount of \$1 per occurrence for professional liability and, for non-state as and universities, \$1 million per occurrence for general liability. aph 1.2)		
2)	Verific	ation that Students have met requirements for: (paragraph 1.4)		
	a) CP	R certification		
	b) Im	munizations		
	i)	Chickenpox (Varicella): must have history of having Chickenpox disease, proof of immunity by titer or have received two doses of the varicella vaccine (Varivax) given one month apart.		
	ii)	TB screening: proof of TB screening acceptable to Facility.	$\boxtimes$	
		<ul> <li>Must have each of the following or meet v. below:</li> <li>(1) Rubella (German measles) immunization: Immunity required by documentation of one live dose of Rubella vaccine given on or after first birthday or positive Rubella titer. If Rubella titer is negative, immunization is required unless pregnant.</li> <li>(2) Rubeola (Red measles) immunization: Immunity required by documentation of two live doses of Rubeola vaccine given on or after first birthday or positive Rubeola titer.</li> <li>(3) Mumps immunization in 1969 or later written documentation of immunization of two live doses of mumps vaccine at 12 months of age or later or positive Mumps titer.</li> <li>MMR (Mumps, Measles, Rubella) immunization: two doses of MMR separated by more than one month and given on or after the first birthday.</li> </ul>		
	v)	Adult Tetanus-Diphtheria (Td) vaccine <u>or</u> proof of 1-time dose of Adult Tetanus, Diphtheria & Pertussis (Tdap) vaccine must be current within 10 years.	$\boxtimes$	
	vi)			
	vii	) Hepatitis B: documentation of the hepatitis B vaccine series <u>or</u> proof of immunity by titer	$\boxtimes$	

	c) Compliance with OSHA requirements for prevention of transmission	$\boxtimes$	
	of bloodborne pathogens and TB		
3)	The Facility, through the Employee Health Service, shall provide for post-exposure testing of source individual after all occupational blood/body fluid exposures which occur within the Facility and are reported on Facility's incident report forms. Beyond such testing, College shall assume responsibility for its employees and Students as follow-up to reported exposures of any kind (including blood/body fluid and any other type of exposure to infectious disease and/or hazardous material).		
4)	Proof of criminal background check (paragraph 1.5) acceptable to Facility		
5)	Proof of drug screen (paragraph 1.5) acceptable to Facility		
6)	Evidence of relevant faculties' certifications or licensures (paragraph 1.7)	$\boxtimes$	
7)	Student/Practitioner/contractor shall conduct his/her/its practice and professional activities (or duties and responsibilities pursuant to this contract) in accordance with the "Ethical and Religious Directives for Catholic Healthcare Services" published by the United States Conference of Catholic Bishops, and the Ethical Directives of the Hospital, or any succeeding documents which may be adopted by the USCCB or the Facility or their successors.		
Sc	hool requires:		
1)	Copy of relevant Facility policies (paragraph 2.8)	$\boxtimes$	
2)	Evidence of academic credentials, certifications and licensures of individual(s) overseeing Student(s) experiences (paragraph 2.6)		
3)	Other		$\boxtimes$

#### **EXHIBIT D**

#### PATIENT CARE DUTIES

(Each program shall have its own patient care duties list)

Facility: ST. ANTHONY'S MEMORIAL HOSPITAL

School: **OLNEY CENTRAL COLLEGE**Program: **MEDICAL ASSISTANT PROGRAM** 

Students may perform the following Patient Care Duties at Facility, as amended from time to time:

#### **Clinical Skills**

Performs all aspects of patient care in an environment that optimizes patient safety and reduces the likelihood of medical/healthcare errors

Rooms patient, records chief compliant

Obtains all appropriate assessment data, Vital Signs, pain assessment

Obtain and verify current medication list

# Agenda Item #8T

# Affiliation Agreement with Sarah Bush Lincoln Health Center

#### Agenda Item #8T

#### **MEMORANDUM**

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 16, 2015

RE: Affiliation Agreement with Sarah Bush Lincoln Health Center – Radiography

IECC wishes to enter into an affiliation agreement with Sarah Bush Lincoln Health Center, with clinical locations in Altamont, Effingham, Mattoon, and Newton, Illinois.

This affiliation agreement is for Olney Central's Associate Degree in Radiography Program.

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

TLB/rs

Attachment

# ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE RADIOGRAPHY PROGRAM

#### AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>6</u><sup>st</sup> day of <u>May</u>, <u>2015</u>, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL COLLEGE, for its Associate Degree Radiography Program (hereinafter referred to as Sponsor) and <u>Sarah Bush Lincoln Health Center</u> and all its entities, (hereinafter referred to as Clinical Education Setting)

#### WITNESSETH THAT:

WHEREAS, the SPONSOR desires to make use of the CLINICAL EDUCATION

SETTING'S facilities for clinical radiography laboratory practice by students of the Radiography

Program for the SPONSOR, and

WHEREAS, the CLINICAL EDUCATION SETTING has agreed to make its facilities available to the radiography students and faculty of the SPONSOR for desired purpose,

- 1. 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 SPONSOR shall:
- a) Conform to the guidelines contained in the "Standards for an Accredited Educational Program in Radiologic Sciences" as adopted by The Joint Review Committee on Education in Radiologic Technology April 2010, effective January 1, 2011.
- Provide qualified instructors to teach the total didactic portion of the OCC Associate
   Degree Radiography Program and endeavor to work with the staff of the CLINICAL

- EDUCATION SETTING in coordination of the clinical laboratory objectives completed at the CLINICAL EDUCATION SETTING.
- c) Coordinate the student clinical assignment with the CLINICAL EDUCATION
   SETTING'S appointed Clinical Instructor.
- d) Review and evaluate, in cooperation with the CLINICAL EDUCATION SETTING, the student's progress within the clinical setting.
- e) Maintain student records.
- f) Maintain professional liability insurance on all OCC Associate Degree Radiography
  Program students involved in clinical education at the CLINICAL EDUCATION
  SETTING in an amount adequate to cover loss.
- Provide supervision of the health of all students making use of any of the CLINICAL EDUCATION SETTING'S facilities, as contemplated herein; and will assure compliance with the policies of the CLINICAL EDUCATION SETTING. Radiography students and Radiography Faculty assigned to, or making use of any clinical area of the CLINICAL EDUCATION SETTING under the contemplated program, will meet the health requirements of the CLINICAL EDUCATION SETTING.
  - h) Will furnish upon request, prior to the use of any CLINICAL EDUCATION

    SETTING facilities, under the contemplated program, a medical record for each participating student showing that said student fully complies with the health requirements required by the CLINICAL EDUCATION SETTING.
  - i) Where applicable, the SPONSOR will provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination and compliance with

- OSHA requirements for prevention of transmission of blood borne pathogens and TB
- j) A criminal background check and drug screen, as required by and acceptable to the CLINICAL EDUCATION SETTING are required of each placed student prior to participation in the clinical rotation. It is the SPONSOR's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.
- Provide orientation for the educational program for the CLINICAL EDUCATION
   SETTING staff.
- 1) The SPONSOR agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of the Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). The parties will notify one another if there are known breaches of this confidentiality.
- m) Provide personal radiation monitoring for students during clinical laboratory radiography practice at the CLINICAL EDUCATION SETTING. Copies of monthly badge readings will be provided to the CLINICAL EDUCATION SETTING upon request.

- 2. The CLINICAL EDUCATION SETTING shall:
- a) Conform to the guidelines contained in the "Standards for an Accredited Educational Program in Radiologic Sciences" adopted by the The Joint Review Committee on Education in Radiologic Technology April 2010, effective January 1, 2011.
- b) Without charge, make its facilities available in all areas of patient care for observation and participation by the students and faculty of the SPONSOR subject to the conditions and limitations contained herein.
- Seek at all times to create a favorable environment conducive to the best possible learning situation.
- d) Aid in the supervision of students during clinical education experiences by designating a minimum of one individual as a Clinical Instructor. The student use of the CLINICAL EDUCATION SETTING facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the CLINICAL EDUCATION SETTING; and the Clinical Instructor on behalf of the CLINICAL EDUCATION SETTING will be responsible for maintaining proper standards of radiography practice and safeguard of patients assigned to students. The CLINICAL EDUCATION SETTING radiography personnel will retain full and final decisions for patient care assigned to radiography students.
- e) Designate Clinical Instructors, employed by the CLINICAL EDUCATION SETTING, who will be responsible for the teaching and guidance of the students in the clinical radiography laboratory practice, and will be available to radiography students. The specific assignment of learning experiences to specific students will be made and arranged by the Clinical Instructor on behalf of the CLINICAL EDUCATION SETTING,

- in consultation with the Clinical Coordinator of the SPONSOR'S Associate Degree Radiography Program. The Clinical Instructor of the CLINICAL EDUCATION SETTING assumes full responsibility and supervision of the radiography students during their laboratory experience in the CLINICAL EDUCATION SETTING.
- f) The CLINICAL EDUCATION SETTING shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the SPONSOR's students who train at the CLINICAL EDUCATION SETTING pursuant to this agreement.
- g) The CLINICAL EDUCATION SETTING will supply dressing rooms and space for storage of clothing not in use while students are practicing at the CLINICAL EDUCATION SETTING, and conference room facilities for use of the faculty and students.
- 3. The SPONSOR and the CLINICAL EDUCATION SETTING mutually agree to the following:
- Neither party will discriminate on the basis of race, color, religion, gender, age,
   disability, national origin, or veteran status.
- b) The assigned experiences will be selected for the educational benefit of the student. The SPONSOR will provide the CLINICAL EDUCATION SETTING a written set of clinical objectives and "Student Evaluation" forms to be completed at mid-term and at the end of the semester at the CLINICAL EDUCATION SETTING.

- c) Students are responsible for seeking health care if the need arises. They are encouraged to carry their own health insurance and are expected to pay for their own health care fees.
- d) While at the CLINICAL EDUCATION SETTING, students are not to replace the CLINICAL EDUCATION SETTING staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under proximate supervision of a member of the staff of the CLINICAL EDUCATION SETTING. The CLINICAL EDUCATION SETTING shall at all times be responsible for patient care.
- e) The agreement will be reviewed annually. 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 Associate Degree Radiography 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 radiography laboratory experience needed for graduation at the CLINICAL EDUCATION SETTING.

IN WITNESS WHEREOF, the undersigned	signatures have caused this instrument to be
executed by its duly authorized officials the	day of
CLINICAL EDUCATON SETTING	SPONSOR
Sarah Bush Lincoln Health Center	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, OLNEY CENTRAL COLLEGE
Director of Radiology	Radiography Program Director
Administrator, Hospital or Agency	President, Olney Central College
Illinois Eastern Community Colleges, Distriction race, color, religion, gender, age, disability, reastern Community Colleges adheres to the Disabilities Act of 1990 and offers appropria accommodations to any qualified disabled in	national origin, or veteran status. Illinois Federal Regulations of the Americans with te services or activities with reasonable

Revised:

2012

#### **ADDENDUM**

The attached agreement encompasses Clinical Education Center facilities located at the following locations:

Altamont Clinic 8 North 3<sup>rd</sup> Street Altamont, IL 62411

Effingham Family Care Associates 1106 N. Merchant Street Effingham, IL 62401

Mattoon Family Medical Center 200 Richmond Ave Mattoon, IL 61938

Newton Clinic 910 S. Van Buren Newton, IL 62448

Prairie Pavilion 1 (Occupational Health) 1000 Health Center Drive Mattoon, IL 61938

Prairie Pavilion 2 (Ortho Clinic) 1000 Health Center Drive Mattoon, IL 61938

### **Bid Committee Report**

None

#### **District Finance**

## A. Financial Report B. Approval of Financial Obligations

### ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

#### TREASURER'S REPORT May 31, 2015

FUND	BALANCE
Educational	\$4,515,844.40
Operations & Maintenance	\$1,900,658.18
Operations & Maintenance (Restricted)	\$4,026,328.75
Bond & Interest	\$179,786.10
Auxiliary	\$337,820.07
Restricted Purposes	(\$210,409.53)
Working Cash	\$183,927.52
Trust & Agency	\$394,567.11
Audit	(\$10,947.85)
Liability, Protection & Settlement	\$652,067.80
TOTAL ALL FUNDS	\$11,969,642.55

Respectfully submitted,

Roger Browning, Treasurer

### ILLINOIS EASTERN COMMUNITY COLLEGES Combined Balance Sheet - All Funds May 31, 2015

#### ALL FUNDS

	ALL FUNDS
	Fiscal
	Year
	2015
100570	
ASSETS: CASH	11,969,643
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	22,590,000
RECEIVABLES	3,668,760
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	729,697
OTHER ASSETS	669,030
TOTAL ASSETS AND OTHER DEBITS:	39,661,030
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	239,502
ACCOUNTS PAYABLE	54,780
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	3,082,648
OTHER LIABILITIES	674,326
TOTAL LIABILITIES:	4,051,256
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,083,078
PR YR BDGTED CHANGE TO FUND BALANCE	38,866
FUND BALANCES:	
FUND BALANCE	26,720,987
RESERVE FOR ENCUMBRANCES	5,766,843
TOTAL EQUITY AND OTHER CREDITS	35,609,774
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	39,661,030

# ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets AS OF May 31, 2015

#### ALL FUNDS

ALL FUNDS			
	FY 2015		
	YEAR-TO-DATE		
REVENUES:			
LOCAL GOVT SOURCES	10,896,466		
STATE GOVT SOURCES	8,465,916		
STUDENT TUITION & FEES	13,047,433		
SALES & SERVICE FEES	3,065,166		
FACILITIES REVENUE	4,110		
INVESTMENT REVENUE	162,647		
OTHER REVENUES	422,694		
TOTAL REVENUES:	36,064,432		
EXPENDITURES:			
INSTRUCTION	11,078,616		
ACADEMIC SUPPORT	437,182		
STUDENT SERVICES	1,624,141		
PUBLIC SERV/CONT ED	58,651		
OPER & MAINT PLANT	2,642,439		
INSTITUTIONAL SUPPORT	8,106,712		
SCH/STUDENT GRNT/WAIVERS	6,836,873		
AUXILIARY SERVICES	4,613,335		
TOTAL EXPENDITURES:	35,397,949		
TRANSFERS AMONG FUNDS:			
INTERFUND TRANSFERS	0		
TOTAL TRANSFERS AMONG FUNDS:	0		
NET INCREASE/DECREASE IN NET ASSETS	666,483		

#### Illinois Eastern Community Colleges Operating Fund Analysis CASH BASIS

July 1, 2014 -- June 30, 2015

#### 4/30/2015

4,30,2013			Total
	Education	O & M	Operating
REVENUES:	Fund	Fund	Funds
Local Government Sources	2,746,829	1,176,974	3,923,803
State Government Sources - Current Year	6,665,673	1,800,243	8,465,916
State Government Sources - Prior Year	4,544,272	-	4,544,272
Net Tuition and Fees	5,697,256	-	5,697,256
Sales & Service Fees	25,231	-	25,231
Facilities Revenue	-	3,270	3,270
Investment Revenue	74,258	33,536	107,794
Other Revenues	108,993	139,428	248,421
TOTAL REVENUES:	19,862,512	3,153,451	23,015,963
EXPENDITURES:			
Salaries	13,772,429	752,830	14,525,259
Employee Benefits	2,069,250	176,145	2,245,395
Contractual Services	493,220	405,885	899,105
Materials	1,275,786	210,505	1,486,291
Travel & Staff Development	264,542	4,491	269,033
Fixed Charges	115,317	50,487	165,804
Utilities	67,109	975,698	1,042,807
Capital Outlay	185,912	8,258	194,170
Other	93,397	65	93,462
TOTAL EXPENDITURES:	18,336,962	2,584,364	20,921,326
TRANSFERS:			
Interfund Transfers	(1,273,460)		(1,273,460)
TOTAL TRANSFERS:	(1,273,460)	-	(1,273,460)
NET INCREASE/DECREASE IN NET ASSETS	252,090	569,087	821,177

### OPERATING FUNDS COMPARISON REPORT FY13-15

		FIS Anticipated	CAL YEAR 201: Spent Thru	3	FIS Anticipated	SCAL YEAR 201 Spent Thru	4	FISO Anticipated	CAL YEAR 201: Spent Thru	5	
College	Category	Budget	May	% of Bdgt	Budget	May	% of Bdgt	Budget	May	% of Bdgt	% of Year
Frontier	Bills		\$ 1,670,866			\$ 1,088,600			\$ 1,517,703		
Tionuei	Payroll		1,935,955			1,697,107			1,909,429		
	Totals	\$ 4,312,683	3,606,821	84%	\$ 3,458,802	2,785,707		\$ 4,283,530	3,427,132		92%
Lincoln Trail	Bills		1,666,395			1,554,268	}		1,715,500		
	Payroll		2,227,728			2,202,381			2,158,119		
	Totals	\$ 4,498,201	3,894,123	87%	\$ 4,494,153	3,756,649	84%	\$ 4,540,934	3,873,619	85%	92%
Olney Central	Bills		2,105,199			2,223,522			2,175,204		
	Payroll		4,490,584			4,747,866	;		4,400,882		
	Totals	\$ 7,396,633	6,595,783	89%	\$ 7,839,976	6,971,388	89%	\$ 7,866,901	6,576,086	84%	92%
Wabash Valley	Bills		2,391,117			2,338,100	)		2,463,046		
	Payroll		2,856,983			2,909,156	;		2,910,728		
	Totals	\$ 6,083,520	5,248,100	86%	\$ 6,078,045	5,247,256	86%	\$ 6,111,313	5,373,774	88%	92%
Workforce Educ.	Bills		3,192,658			3,994,754	ļ		3,298,434		
	Payroll		1,486,214			1,713,029	1		1,438,306		
	Totals	\$ 5,297,022	4,678,872	88%	\$ 6,193,255	5,707,783	92%	\$ 5,577,344	4,736,740	85%	92%
District Office	Bills		239,682			288,662	<u>.</u>		288,855		
	Payroll		846,446			879,229	1		901,577		
	Totals	\$ 1,266,150	1,086,128	86%	\$ 1,289,241	1,167,891	91%	\$ 1,298,178	1,190,432	92%	92%
District Wide	Bills		1,754,157			1,582,455	;		1,774,198		
	Payroll		775,304			695,788			806,218		
	Totals	\$ 3,329,156	2,529,461	76%	\$ 2,762,846	2,278,243	82%	\$ 2,811,649	2,580,416	92%	92%
GRAND TOTALS		\$32,183,365	\$ 27,639,288	86%	\$32,116,317	\$ 27,914,917	87%	\$32,489,850	\$27,758,199	85%	92%

## ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report May 31, 2015

					Increase	
	FY 20	015	FY 20	FY 2014		
	% of			% of		
	Amount	Total	Amount	Total		
Salaries	14,525,259	52.33%	14,844,556	53.18%	(319,297)	
Employee Benefits	2,245,395	8.09%	2,213,885	7.93%	31,510	
Contractual Services	899,105	3.24%	736,882	2.64%	162,223	
Materials	1,486,291	5.35%	1,471,105	5.27%	15,186	
Travel & Staff Development	269,033	0.97%	257,947	0.92%	11,086	
Fixed Charges	165,804	0.60%	185,591	0.66%	(19,787)	
Utilities	1,042,807	3.76%	991,201	3.55%	51,606	
Capital Outlay	194,170	0.70%	101,902	0.37%	92,268	
Other	6,930,335	24.97%	7,111,848	25.48%	(181,513)	
	27,758,199	100.00%	27,914,917	100.00%	(156,718)	

# Agenda Item #11 Chief Executive Officer's Report

**Executive Session** 

### **Approval of Executive Session Minutes**

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

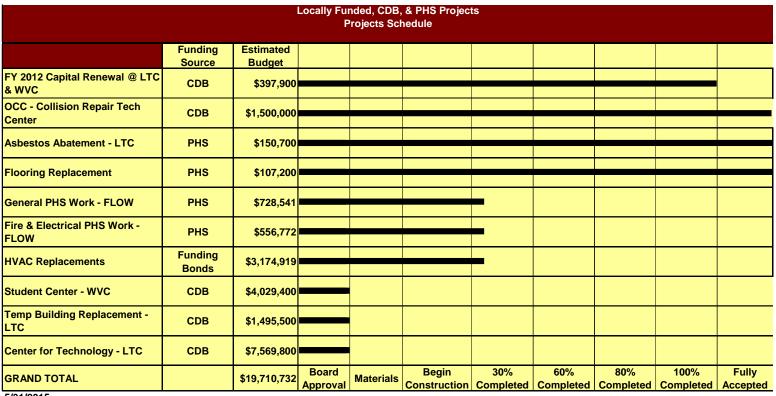
# Agenda Item #14 Approval of Personnel Report

# Agenda Item #15 Collective Bargaining

# Agenda Item #16 Litigation

## Agenda Item #17 Other Items

# Agenda Item #18 Adjournment



5/31/2015