## ILLINOIS EASTERN COMMUNITY COLLEGES

#### **BOARD OF TRUSTEES**

#### MONTHLY MEETING

June 18, 2013



Location:

Lincoln Trail College 11220 State Highway 1 Robinson, Illinois 62454

Dinner – 6:00 p.m. – Cafeteria Meeting – 7:00 p.m. - Cafeteria The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

### Illinois Eastern Community Colleges Board Agenda

## June 18, 2013 7:00 p.m. Lincoln Trail College

1.	Call to Order & Roll Call	Chairman Fischer
2.	Disposition of Minutes	CEO Bruce
3.	Recognition of Visitors and Guests	Bruce
	A. Visitors and Guests	
	B. IECEA Representative	
4.	Public Comment	
5.	Reports	
	A. Trustees	
	B. Presidents	
	C. Cabinet	
6.	<ul><li>Policy First Reading (and Possible Approval)</li><li>A. Ethics Policy for Employees 100.27</li><li>B. Remote Access Policy 200.4</li></ul>	Bruce
7.	Policy Second Reading A. None	Bruce
8.	Staff Recommendations for Approval	
	A. Prevailing Rate of Wages	Browning
	B. RAMP FY2015	
	C. Joint Agreement with Kaskaskia College	
	D. Joint Agreement with John A. Logan College	
	E. Joint Agreement with Rend Lake College	
	F. Joint Agreement with Southwestern Illinois College	Cantwell
	G. Teen Parent Contract 2013-2014	
	H. Certified Medical Assistant Program Student Handbook	Bruce
	I. Electronic Medical Records Program Student Handbook	Bruce
	J. Pharmacy Technology Program Student Handbook	Bruce
	K. Appointment of Audit Committee	Bruce
	L. FCC Gravel Parking Lot Change	Bruce
	M. FY2014 Budget Resolution	
	N. Inter-Fund Loans Resolution	
	O. Building and Maintenance Fund Resolution	
	P. Payment of Accrued Bills	
	Q. Working Cash Fund	
	R. Business Associate Agreement Crossroads Hospital – Associate Degr	-
	S. Affiliation Agreement with Sikorski Clinic – Electronic Medical Reco	rdsBruce
	T. Leases	

9.	Bid Committee ReportBruce A. None
10.	District Finance A. Financial ReportBrowning B. Approval of Financial ObligationsBrowning
11.	Chief Executive Officer's ReportBruce
12.	Executive SessionBruce
13.	Approval of Executive Session MinutesA. Written Executive Session MinutesB. Audio Executive Session MinutesB. Semi-Annual Review of Executive Session MinutesBruce
14.	Approval of Personnel ReportBruce
15.	Collective BargainingBruce
16.	LitigationBruce
17.	Other Items

18. 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 Foundation Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, <u>Tuesday, May 21, 2013</u>.

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

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson, Marilyn J. Wolfe. Trustees absent: Mike Guseynov, student trustee. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

Also present at this meeting, in addition to trustees: Terry L. Bruce, Chief Executive Officer/Chief Operating Officer. Matt Fowler, President of Wabash Valley College. Mitch Hannahs, President of Lincoln Trail College. Rodney Ranes, President of Olney Central College. Timothy Taylor, President of Frontier Community College. Roger Browning, Chief Finance Officer/Treasurer. Tara Buerster, Director of Human Resources. Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer. LeAnn Hartleroad, Associate Dean, Institutional Development. Bob Boyles, Dean of Instruction, Frontier Community College. Kathy Harris, Dean of Instruction, Lincoln Trail College. Alex Cline, Director of Information & Communications Technology. Renee Smith, Executive Assistant to CEO. Michael Thomas, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College

HLC – Higher Learning Commission

HRSA - Health Resources & Services Administration

ICAHN – Illinois Critical Access Hospital Network

ICCB – Illinois Community College Board

ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges

IECEA – Illinois Eastern Colleges Education Association

LTC – Lincoln Trail College

LWIB – Local Workforce Investment Board

OCC – Olney Central College

PHS – Protection, Health & Safety

SAN – Student Advantage Network

SURS – State Universities Retirement System

WED – Workforce Education WVC – Wabash Valley College

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held Tuesday, April 16, 2013 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 William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared the "Ayes" have it and the motion carried.

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

**#3-A. Visitors & Guests:** Visitors 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:** None.

**<u>#5-B.</u>** Report from Presidents: Written reports were presented from each of the colleges.

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

#### AGENDA #6 - "Policy First Readings (and Possible Approval)" -

**#6-A. HR 400.1, Human Resources, Selection & Employment:** Language is being added to the written policy to clarify the District's current practice concerning acceptance of letters of resignation or letters of retirement. The new policy makes clear that a letter of resignation or retirement by full-time and part-time employees are deemed accepted by the employee's supervisor and Chief Executive Officer at the time of receipt by their supervisor.

The CEO recommended approval of the revised Selection and Employment policy.

(A copy of the revised Human Resources Selection & Employment Policy HR 400.1 was presented and is made a part of the minutes by this reference.)

**Board Action:** Trustee Brenda Culver made a motion to waive second reading and approve the revised Human Resources Selection and Employment Policy 400.1 as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#6-B. HR 400.12, Human Resources, Vacation Leave Policy:** It has been suggested by IECC's attorney that current practice concerning accrual of vacation time be put in writing.

When an employee is off on unpaid leave or Workers Compensation leave, the District's policy is to not allow the accrual of vacation time. The policy revision puts in writing the current procedure.

The CEO recommended approval to add to HR 400.12, Vacation Leave Policy, the statement that accrual of vacation time is not allowed when an employee is off on unpaid leave or Workers Compensation leave.

(A copy of the revised Human Resources Vacation Leave Policy HR 400.12 was presented and is made a part of the minutes by this reference.)

**Board Action:** Trustee Michael Correll made a motion to waive second reading and approve the revised Human Resources Vacation Leave Policy 400.12 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>**#6-C.**</u> Academic Freedom Policy 800.6:</u> The District has been reviewing current polices in preparation for the Higher Learning Commission accreditation visit scheduled in 2015. Pursuant to the HLC Criteria of Accreditation, the District should have an academic freedom policy. The HLC Criterion states: Criterion Two, Integrity: Ethical and Responsible Conduct 2.D. The institution is committed to freedom of expression and the pursuit of truth in teaching and learning.

To meet this HLC requirement and criteria of accreditation, a District Academic Freedom Policy is presented. The policy states the District recognizes the principles of academic freedom and freedom of expression and is committed to their pursuit in teaching and learning. The policy indicates that IECC faculty, students and staff are free to cultivate a spirit of inquiry and scholarly criticism in the development of knowledge, research endeavors, and creative activities in an atmosphere of freedom and confidence.

The CEO recommended approval of the following Academic Freedom Policy.

#### Academic Freedom Policy (800.6)

Illinois Eastern Community Colleges recognizes the principles of academic freedom and is committed to freedom of expression and the pursuit of truth in teaching and learning. In the development of knowledge, research endeavors and creative activities, Illinois Eastern Community Colleges' faculty, students, and staff are free to cultivate a spirit of inquiry and scholarly criticism.

IECC shall likewise require the exercise of responsible judgment on the part of the District's faculty and staff as they exercise academic freedom in accomplishing the mission of Illinois Eastern Community Colleges. Faculty is entitled to freedom in the classroom in discussing their subjects, but should be careful not to introduce teaching matters which have no relation to their fields. Faculty and students must be able to examine ideas in an atmosphere of freedom and confidence and to participate as responsible citizens in community affairs.

**Board Action:** Trustee William Hudson made a motion to waive second reading and approve the foregoing Academic Freedom Policy 800.6 as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student

trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

**<u>#8-A. Health Informatics Program Fee:</u>** Health Informatics Technology Program fees need to be established for the courses in the Health Informatics Technology Program. The fees for the three courses are currently \$105 for the certification exam in each course. The CEO recommended that the fees be established to reflect the actual cost of the certification exam, as follows.

#### HIT 2206 – CCA/RHIT Certification Review

Certified Medical Administrative Assistant (CMAA) – Actual Cost. Certified Billing and Coding Specialist (CBCS) – Actual Cost. Certified Electronic Health Records Specialist (CEHRS) – Actual Cost.

**Board Action:** Trustee Brenda Culver made a motion to establish fees for courses in the Health Informatics Program as the actual cost of the certification exam in each course 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, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Radiography Program Harassment Policy Revision:** In November of 2012, the Radiography program received a site visit for accreditation from the Joint Review Committee on Education in Radiologic Technology (JRCERT). IECC received a good report from JRCERT, which included requests for a few changes in the program. One of the items noted was that the District and the Radiography program did not have a policy on non-sexual harassment and bullying. JRCERT felt the sexual harassment policy was adequate, but thought the non-sexual harassment policy needed to be clarified at the institutional or program level (Objective 4.7).

The Director of Radiography, Carol Kocher and the Associate Dean of Allied Health and Nursing, Tammy Fralicker have reviewed the issue and drafted the following policy to address the JRCERT concern. The harassment policy references the IECC Violence Prevention Plan and the Student Conduct Policy, which address many of the issues faced at the college level. This program policy is based on input from other institutions and will be added to the Radiography Program handbook.

The CEO recommended approval of the following <u>OCC Radiography Program Non-</u> <u>Sexual Harassment Policy</u>.

It is the policy of the OCC Radiography Program that non-sexual harassment behaviors by or against any individual will not be tolerated. Non-sexual harassment includes any comment, action, or type of behavior that is threatening, insulting, intimidating or discriminatory and upsets the clinical or college environment.

Nonsexual harassment can include, but is not limited to the following:

\* Verbal abuse regarding a person, a person's family, age, religion, race and/or ethnicity.

\*

Verbal or physical conduct of a threatening, intimidating, or humiliating nature.

\* Sabotaging or undermining an individual or group's work performance or education experience.

\* Inappropriate physical contact, such as pushing, shoving, kicking, assaulting, or the threat of such conduct.

\* Inappropriate electronic communication, i.e., use of electronic mail, text messaging, voice mail, pagers, website, online chat rooms or videos in a threatening, intimidating, or humiliating manner.

Bullying.

Students who feel that they have been the target of non-sexual harassment should report such incidents to program officials in writing. No individual will be disciplined or retaliated against for making a good faith complaint regarding non-sexual harassment. If non-sexual harassment behavior is found to have occurred, prompt action will be taken and the IECC Student Conduct Policy and/or the Violence Prevention Plan will be followed.

This policy does not cover sexual harassment. Individuals who feel that they have been sexually harassed should follow the IECC Sexual Harassment Policy found in the IECC College Catalog.

**Board Action:** Trustee Gary Carter made a motion to approve the foregoing OCC Radiography Program Non-Sexual Harassment Policy as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>**#8-C. Nursing Student Handbook:</u>** The Nursing faculty and President Rodney Ranes have developed needed revisions to the OCC Nursing Program Handbook.</u>

Changes include:

The addition of the IECC Academic Integrity Policy; and

The addition of a glossary item; and

The Physical Examination and Immunization section has also been modified to address the increased use of flu vaccination to meet agency requirements; and

Required capabilities and how to seek accommodations have been clarified; and

The Standardized Computer Exam: HESI section has been updated to reflect current policy; and

The Program Cost information and the Learning Resource Center sections have been updated to reflect current information.

The CEO recommended approval of the revisions to the Nursing Program Handbook as presented.

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

**<u>#8-D.</u>** Mission Statement: Since August 2012, Rodney Ranes, President of Olney Central College, has led the Criterion 1: Mission committee. The mission committee is responsible for drafting the assurance argument regarding the mission criteria for HLC

reaccreditation. The mission committee is comprised of representatives from across the four colleges, including Jervaise McDaniel (FCC), Chris Webber (OCC), Philip Thorsen (LTC), and Jay Carter (WVC).

The Criterion 1: Mission committee reviewed the current mission statement and determined an update was needed to better reflect IECC's audience and incorporate the new focus on assessment, specifically the Students First! project. The committee reviewed and provided some recommendations to start the district-wide discussions. Five focus group discussions were completed across the district and individuals were encouraged to submit additional changes via email. The Criterion 1 group reviewed the input from these sessions and crafted the following statement to reflect various points from the discussions. This revision has been approved by the Criterion 1 committee, the HLC Pathways Steering Committee, and most recently the Cabinet.

The new mission statement is as follows:

"Our mission is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities."

The CEO recommended approval of the Mission Statement for Illinois Eastern Community College District 529.

**Board Action:** Trustee Marilyn Wolfe made a motion to approve the Mission Statement for Illinois Eastern Community College District 529 as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E.** Distance Delivery Education Plan 2013: Chris Cantwell reviewed the IECC Distance Delivery Education Plan 2013. Formerly named the Online Education Plan, its purpose is to provide an institutional strategy and structure to support and promote district-wide distance delivery opportunities. The plan outlines the required procedures, training, and support to assist faculty with distance delivery courses and program development.

Distance delivered education at Illinois Eastern Community Colleges involves any formal approach to student learning in which the majority of instruction occurs while the instructors and learners interact online.

IECC has been offering online courses since 2001. Currently, approximately 150 online courses are offered, taught by 60 full-time and part-time faculty. More than 250 online courses have been submitted for approval and development. A total of 386 sections of online courses were taught in fiscal year 2012.

The CEO recommended approval of the updated 2013 Distance Delivery Education Plan as presented.

**Board Action:** Trustee Michael Correll made a motion to approve the updated 2013 Distance Delivery Education Plan as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**<u>#8-F. Affiliation Agreements:</u>** IECC wishes to enter into new affiliation agreements with the following facilities. These affiliation agreements are the standard affiliation agreements utilized by the District. The CEO recommended approval.

(1) Bertram's Pharmacy – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with Bertram's Pharmacy, located in Robinson, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(2) Crawford Memorial Hospital – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with Crawford Memorial Hospital, located in Robinson, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(3) <u>CVS Pharmacy, Lawrenceville – LTC Pharmacy Technician Program:</u> IECC wishes to enter into a new affiliation agreement with CVS Pharmacy, located in Lawrenceville, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(4) <u>CVS Pharmacy, Mt. Carmel – LTC Pharmacy Technician Program:</u> IECC wishes to enter into a new affiliation agreement with CVS Pharmacy, located in Mt. Carmel, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(5) CVS Pharmacy, Vincennes – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with CVS Pharmacy, located in Vincennes, Indiana. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(6) Martinsville Pharmacy – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with Martinsville Pharmacy, located in Martinsville, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(7) Paris Community Hospital – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with Paris Community Hospital, located in Paris, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(8) Pharmacie Shoppe – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with Pharmacie Shoppe, located in Casey, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(9) Wal-Mart Pharmacy, Robinson – LTC Pharmacy Technician Program: IECC wishes to enter into a new affiliation agreement with Wal-Mart Pharmacy, located in Robinson, Illinois. This affiliation agreement is for the LTC Pharmacy Technician Program.

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

(10) Medical Office of Dr. David Rotman – LTC Medical Assistant Program: IECC wishes to enter into a new affiliation agreement with the Medical Office of Dr. David Rotman, located in Robinson, Illinois. This affiliation agreement is for the LTC Medical Assistant Program.

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

(11) Richland Memorial Hospital – LTC Electronic Medical Records Program: IECC wishes to enter into a new affiliation agreement with Richland Memorial Hospital, located in Olney, Illinois. This affiliation agreement is for the LTC Electronic Medical Records Program.

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

(12) Heartland Regional Medical Center – FCC Emergency Preparedness Program: IECC wishes to enter into a new affiliation agreement with Heartland Regional Medical Center, located in Marion, Illinois. This affiliation agreement is for the FCC Emergency Preparedness Program.

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

(13) Brinks Family Practice – Observation Agreement – IECC Associate Degree <u>Nursing Program</u>: IECC wishes to enter into a new observation agreement with Brinks Family Practice, located in Princeton, Indiana. This observation agreement is for the IECC Associate Degree Nursing Program.

**Board Action:** Trustee Brenda Culver made a motion to approve the observation agreement for the IECC Associate Degree Nursing Program with Brinks Family Practice, Princeton, Indiana, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(14) Egyptian Health Department – Observation Agreement – IECC Associate Degree Nursing Program: IECC wishes to enter into a new observation agreement with Egyptian Health Department, located in Carmi, Illinois. This observation agreement is for the IECC Associate Degree Nursing Program.

**Board Action:** Trustee Brenda Culver made a motion to approve the observation agreement for the IECC Associate Degree Nursing Program with Egyptian Health Department, Carmi, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(15) Tulip Tree Health Service – Observation Agreement – IECC Associate Degree Nursing Program: IECC wishes to enter into a new observation agreement with Tulip Tree Health Service, located in Fort Branch, Indiana. This observation agreement is for the IECC Associate Degree Nursing Program.

**Board Action:** Trustee Brenda Culver made a motion to approve the observation agreement for the IECC Associate Degree Nursing Program with Tulip Tree Health Service, Fort Branch, Indiana, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#### AGENDA #9 – "Bid Committee Report" – None.

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

<u>**#10-A. Financial Reports:**</u> The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 30, 2013. The State of Illinois currently owes the IECC District \$6,844,464 in the Education Fund.

**<u>#10-B.</u>** Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2013, totaling \$911,955.11, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for May 2013, in the amounts listed, and payments from the revolving fund for April 2013. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #11 – "Chief Executive Officer's Report"</u> – CEO Terry L. Bruce Presented an informational report on the following topics:

- 1. Cost Shifting.
- 2. Pension Reform.
- 3. Fracking.
- 4. Good Deeds.
- 5. NJCAA Final Compliance Report.

6. Enrollment: Comparing May 2013 to May 2012, IECC reimbursable head count is down 6.32% and reimbursable FTE is down 5.58%.

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

### AGENDA #13 – "Approval of Executive Session Minutes" –

**<u>#13-A. Written Executive Session Minutes:</u>** No executive session was held during the regular meeting, Tuesday, April 16, 2013.

**#13-B.** Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, April 16, 2013.

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

#### 400.1. Employment of Personnel

- A. Professional/Non-Faculty
  - 1. Mike Carpenter, Head Men's Basketball Coach, WVC, effective June 4, 2013.
- B. Classified
  - 1. Amy Johnson, Program Assistant, WED/Carterville, effective July 1, 2013.
  - 2. Kaitlyn McKinney, Office Assistant for Business Office, WVC, effective May

28, 2013.

3. Megan Young, Office Assistant for EPM, WED/Fairfield, effective May 22,

2013.

#### 400.2. Change in Status

A. Professional/Non-Faculty

1. Tiffany Cowger, TRiO Upward Bound Assistant Director, DO/OCC, to TRiO Upward Bound Director, DO/OCC, effective June 1, 2013.

2. Gina Hutton, TRiO Talent Search Assistant Director, DO, to TRiO Talent Search, DO, effective June 1, 2013.

3. Brandon Weger, TRiO Upward Bound Assistant Director, DO/LTC, to TRiO Upward Bound Director, DO/LTC, effective June 1, 2013.

400.3. Notice of Intent to Renew CEO Contract: (Remove from Agenda)

400.4. Notice of Intent to Renew President Contracts: (Remove from Agenda)

#### 400.5. Resignation Ratification

A. Classified

1. Elaine Creadore, Office Assistant, Educational Talent Search, DO, effective May 9, 2013.

2. Lisa Ewing, Office Assistant for Business Office, WVC, effective May 4, 2013.

### 400.6. Retirement Ratification

- A. Administrative
  - 1. Kathy Harris, Dean of Instruction, LTC, effective September 1, 2013.

## Personnel Report Addendum

#### 400.7. Employment of Personnel

A. Classified

1. Lora Smith, Administrative Assistant for Student Services, WVC, effective June 3, 2013.

#### 400.8. Change-In-Status

A. Professional/Non-Faculty

1. Leslie Scott, from EPM Technician, WED/Fairfield, to Assistant Director, EPM, WED/Fairfield, effective May 22, 2013.

2. Thomas Wain Davis, from TRiO Upward Bound Counselor to Director, TRiO Student Support Services, effective July 15, 2013.

B. Classified

1. Jerry Booker, from Temporary Full-Time Groundskeeper to Full-Time Groundskeeper, OCC, effective May 22, 2013.

#### 400.9. Resignation Ratification

A. Professional/Non-Faculty

1. Steve Berkemeier, Program Director, Emergency Preparedness and Industrial Quality Management, WED/Fairfield, effective May 16, 2013.

- B. Classified
  - 1. Sherrie Hemrich, Groundskeeper, OCC, effective May 22, 2013.

**#14-A. Board Action to Amend Personnel Report:** Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum containing Sections 400.7. 400.8 and 400.9, and to remove Sections 400.3 and 400.4 from the agenda, as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared 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 Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted as follows: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#### AGENDA #15 – "Collective Bargaining" – None.

AGENDA #16 – "Litigation" – None.

AGENDA #17 – "Other Items" – None.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Gary Carter made a motion to adjourn. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 8:20 p.m.

Approved: Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

Call to Order and Roll Call

# **Disposition of Minutes**

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

**Public Comment** 

Reports

A. TrusteesB. PresidentsC. Cabinet

Policy First Reading (and Possible Approval)

A. Ethics Policy for Employees 100.27 B. Remote Access Policy 200.4

Ethics Policy for Employees 100.27

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Ethics Policy for Employees

In preparation for our visit from the Higher Learning Commission (HLC) in April of 2015, it became apparent that we have an Ethics Policy for Board members but we do not have an ethics policy for employees. In order to correct this and comply with HLC Core Component 2A, the attached policy was drafted.

Mr. Chairman, I request the Board approve the attached Ethics Policy for Employees.

TLB/rs

Attachment

### Ethics Policy for Employees (100.27)

Date Adopted: June 18, 2013

It is the policy of Illinois Eastern Community College District #529 to apply the highest ethical standards to all members of the District including the Board of Trustees, administration, staff, and faculty in achieving its mission and in managing its resources efficiently and effectively to reach its goals and objectives.

All District employees serve the public interest and hold a special public trust to strive to achieve the highest ethical standards, demonstrating honesty and integrity in all aspects of their work, with the goal of avoiding even the appearance of impropriety.

Illinois Eastern Community College employees are obligated to use their official powers and duties, and the resources of the District, only to advance the public interest. This obligation requires that all employees protect the integrity of the District by being independent and impartial in the exercise of their duties; not use their positions for personal gain or private benefit; treat members of the college communities and of the community at large with respect, concern, courtesy, and responsiveness; protect confidential information to which employees have access in the course of their duties; and create a work environment that is free from all forms of harassment and discrimination.

**Remote Access Policy 200.4** 

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 13, 2013

RE: Remote Access Policy 200.4

Employees are increasingly accessing the District's computer system and data electronically from a remote site. The District's auditors have recommended that a policy be adopted that addresses remote access.

Attached is a policy recommendation addressing employees remotely accessing the District's network, computer resources and other data.

I request the Board approve the attached Remote Access Policy.

TLB/rs

Attachment

#### Information Technology (IT) Remote Access Policy (200.4)

Date Adopted: June 18, 2013

This Information Technology Remote Access Policy establishes the requirements for gaining off-campus access to the IECC network, District computing resources and District data for all users. The standards include completion of a remote access request form, approval by designated District staff, requirement that only approved remote access methods will be used, only using IECC approved equipment, with password authentication, and the use of up to date anti-virus software and password protection. The policy is designed to minimize the risk of exposure and protect IECC internal computer systems, networks, and data.

Anyone requiring remote access to IECC systems must adhere to the Remote Access Procedures.

**Policy Second Reading** 

None

**Staff Recommendations for Approval** 

**Prevailing Rate of Wages** 

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Prevailing Rate of Wages

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

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

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

TLB/cr

Attachment

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

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

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

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

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as the prevailing rate of wages for construction work in Crawford, Richland, Wabash and Wayne Counties as determined by the Department of Labor of the State of Illinois as of **June of 2013**, 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 18th day of June, 2013.

APPROVED:

Chairman of the Board of Trustees Illinois Eastern Community Colleges

(SEAL)

ATTEST:

Board Secretary

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

#### **CERTIFICATE**

I, Harry Hillis, Jr., DO HEREBY CERTIFY THAT I am the Board Secretary in and for the Board of Trustees; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chief Executive Officer and Board of Trustees of Illinois Eastern Community Colleges being entitled: "AN ORDINANCE OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN ANY PUBLIC WORKS OF SAID DISTRICT," at a regular meeting held on the 18th day of June, 2013, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 18th day of June, 2013.

Board Secretary

(SEAL)

#### CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, <u>Harry Hillis</u>, <u>Secretary, Board of Trustees</u> do hereby certify that the (Name of Certifying Official), (Title of Certifying Official) attached is a true and correct copy of Ordinance/Resolution adopted by <u>Illinois Eastern Community Colleges Board of Trustees</u> on <u>June 18, 2013</u> (Name of Public Body) (Date of Adoption)

(SEAL)

(Signature of Official)
### LEGAL NOTICE

The Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, on June 18, 2013 passed an ordinance establishing the prevailing wage rates for construction on public works, as determined by the Illinois Department of Labor. Anyone wishing to inspect said ordinance may do so at the Business Office of IECC, 233 East Chestnut Street, Olney, Illinois, during normal office hours, Monday through Friday.

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

# **Crawford County Prevailing Wage for June 2013**

(See explanation of column headings at bottom of wages)

Trade Name	RG TYP C		FRMAN M-F>8	OSA OSH === ===	,	Pensn =====	Vac =====	Trng =====
ASBESTOS ABT-GEN	 ALL		27.300 1.5	1.5 2.0		10.95		0.900
ASBESTOS ABT-MEC	BLD		22.150 1.5			5.150		
BOILERMAKER	BLD		34.000 1.5	1.5 2.0		18.73	1.000	
BRICK MASON	BLD		31.150 2.0	2.0 2.0		10.38		
CARPENTER	BLD		31.850 1.5	1.5 2.0		13.65		
CARPENTER	HWY	28.390		1.5 2.0		13.65		
CEMENT MASON	BLD	30.410	32.160 1.5	1.5 2.0		8.500		
CEMENT MASON	HWY	27.400	28.900 1.5	1.5 2.0		6.130	0.000	
CERAMIC TILE FNSHER	BLD	28.830	0.000 1.5			8.200	0.000	0.000
COMM SYSTEMS TECH	BLD	26.110	28.700 1.5	1.5 2.0	5.350	5.680	0.000	0.290
ELECTRIC PWR EQMT OP	ALL 1	35.570	0.000 1.5	1.5 2.0	5.000	9.960	0.000	0.360
ELECTRIC PWR EQMT OP	ALL 2	31.740	0.000 1.5	1.5 2.0	5.000	8.880	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL	26.100	0.000 1.5	1.5 2.0	5.000	7.310	0.000	0.260
ELECTRIC PWR LINEMAN	ALL	44.630	47.650 1.5	1.5 2.0	5.000	12.50	0.000	0.450
ELECTRICIAN	BLD	34.920	37.360 1.5	1.5 2.0	5.350	9.030	0.000	0.290
ELEVATOR CONSTRUCTOR	BLD	40.520	45.585 2.0	2.0 2.0	11.88	12.71	3.240	0.600
GLAZIER	BLD	26.780	28.030 1.5	1.5 2.0	6.120	5.200	0.000	0.300
HT/FROST INSULATOR	BLD	29.450	30.450 1.5	1.5 2.0	5.050	9.730	0.000	0.280
IRON WORKER	ALL	28.600	31.460 1.5	1.5 2.0	6.450	11.30	0.000	0.300
LABORER	BLD	25.850	26.300 1.5	1.5 2.0	5.850	10.95	0.000	0.800
LABORER	HWY	25.850	26.300 1.5	1.5 2.0	5.850	10.95	0.000	0.800
LATHER	BLD	29.600	31.850 1.5	1.5 2.0	7.700	13.65	0.000	0.520
MACHINIST	BLD	43.550	46.050 1.5	1.5 2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS	BLD	28.830	0.000 1.5	1.5 2.0	7.100	8.200	0.000	0.000
MARBLE MASON	BLD	30.330	0.000 1.5	1.5 2.0	7.100	8.200	0.000	0.000
MILLWRIGHT	BLD	29.620	31.870 1.5	1.5 2.0	7.700	14.09	0.000	0.520
MILLWRIGHT	HWY	31.980	33.730 1.5	1.5 2.0	7.700	14.50	0.000	0.520
OPERATING ENGINEER	ALL 1	36.950	0.000 1.5	1.5 2.0	7.250	8.700	0.000	0.800
OPERATING ENGINEER	ALL 2	23.900	0.000 1.5	1.5 2.0	7.250	8.700	0.000	0.800
PAINTER	ALL	26.000	27.500 1.5	1.5 2.0	7.820	9.000	0.000	0.500
PILEDRIVER	BLD	30.100	32.350 1.5	1.5 2.0	7.700	13.65	0.000	0.520
PILEDRIVER	HWY	29.390	31.140 1.5	1.5 2.0	7.700	13.65	0.000	0.520
PIPEFITTER	ALL	35.820	38.510 1.5	1.5 2.0	6.100	6.630	0.000	0.610
PLASTERER	BLD	30.500	32.500 1.5	1.5 2.0	7.100	10.27	0.000	0.500
PLUMBER	ALL	35.820	38.510 1.5	1.5 2.0	6.100	6.630	0.000	0.610
ROOFER	BLD	26.500	29.500 1.5	1.5 2.0	4.600	5.100	0.000	0.350
SHEETMETAL WORKER	BLD	31.390	32.960 1.5	1.5 2.0	7.350	7.690	0.000	1.090
SPRINKLER FITTER	BLD	36.390	39.140 1.5	1.5 2.0	8.420	8.500	0.000	0.450
STONE MASON	BLD		31.150 2.0	2.0 2.0				
TERRAZZO FINISHER	BLD	28.830	0.000 1.5	1.5 2.0				
TERRAZZO MASON	BLD	30.330	0.000 1.5	1.5 2.0				
TILE LAYER	BLD		31.850 1.5	1.5 2.0	7.700	13.65	0.000	0.520
TILE MASON	BLD	30.330	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		29.555	0.000 1.5	1.5 2.0				
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	0.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER	O&C 1 23	3.160	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER	O&C 2 23	3.480	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER	O&C 3 23	3.640	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER	O&C 4 23	3.840	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER	0&C 5 24	4.440	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TUCKPOINTER	BLD 29	9.650	31.150	2.0	2.0	2.0	7.100	10.38	0.000	0.630

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**

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.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

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

# **Richland County Prevailing Wage for June 2013**

(See explanation of column headings at bottom of wages)

Trade Name	-	TYP	-	Base	FRMAN M-F>			OSH	,	Pensn	Vac	Trng
	==		=	26.850	27.300 1.5	==	=== 1.5	=== 2.0	===== 5.850	===== 10.95	=====	===== 0.900
ASBESTOS ABT-GEN ASBESTOS ABT-MEC		ALL BLD			27.300 1.5		1.5		6.400			0.900
BOILERMAKER		BLD			34.000 1.5		1.5	2.0	7.070	18.73		0.350
BRICK MASON		BLD			30.750 1.5		1.5	2.0		7.100		
CARPENTER		BLD			33.390 1.5		1.5	2.0			0.000	
CARPENTER		HWY			33.640 1.5		1.5	2.0				
CEMENT MASON		BLD			30.050 1.5		1.5		7.100			0.500
CEMENT MASON		HWY			28.900 1.5		1.5		7.100			0.300
CERAMIC TILE FNSHER		BLD		27.750	0.000 1.5		1.5			7.100		0.480
COMM SYSTEMS TECH		BLD			28.700 1.5		1.5		5.350			0.290
ELECTRIC PWR EQMT OP		ALL	1	35.570	0.000 1.5		1.5	2.0		9.960		0.360
ELECTRIC PWR EQMT OP		ALL		31.740	0.000 1.5		1.5	2.0		8.880		0.320
ELECTRIC PWR GRNDMAN		ALL		26.100	0.000 1.5		1.5	2.0		7.310		0.260
ELECTRIC PWR LINEMAN		ALL		44.630	47.650 1.5		1.5	2.0		12.50		
ELECTRICIAN		BLD		34.920	37.360 1.5		1.5	2.0		9.030		
FLOOR LAYER		BLD		29.330	30.080 1.5		1.5	2.0	6.550	6.750	0.000	0.400
GLAZIER		BLD		26.780	28.030 1.5		1.5	2.0	6.120	5.200	0.000	0.300
HT/FROST INSULATOR		BLD		29.450	30.450 1.5		1.5	2.0	5.050	9.730	0.000	0.280
IRON WORKER		ALL		27.020	28.270 1.5		1.5	2.0	7.010	9.200	0.000	0.345
LABORER		BLD		25.850	26.300 1.5		1.5	2.0	5.850	10.95	0.000	0.800
LABORER		HWY		25.850	26.300 1.5		1.5	2.0	5.850	10.95	0.000	0.800
MACHINIST		BLD		43.550	46.050 1.5		1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		BLD		27.750	0.000 1.5		1.5	2.0	8.450	7.100	0.000	0.480
MARBLE MASON		BLD		29.250	30.750 1.5		1.5	2.0	8.450	7.100	0.000	0.480
MILLWRIGHT		BLD		31.890	33.390 1.5		1.5	2.0	6.550	6.750	0.000	0.400
MILLWRIGHT		HWY		32.390	34.140 1.5		1.5	2.0	6.550	6.750	0.000	0.400
OPERATING ENGINEER		ALL	1	36.950	0.000 1.5		1.5	2.0	7.250	8.700	0.000	0.800
OPERATING ENGINEER		ALL	2	23.900	0.000 1.5		1.5	2.0		8.700	0.000	0.800
PAINTER		ALL			27.500 1.5		1.5	2.0		9.000		0.500
PILEDRIVER		BLD			33.390 1.5		1.5	2.0		6.750	0.000	0.400
PILEDRIVER		HWY			34.140 1.5		1.5	2.0		6.750		0.400
PIPEFITTER		ALL			38.510 1.5		1.5	2.0			0.000	
PLASTERER		BLD			30.050 1.5		1.5	2.0		5.750		0.500
PLUMBER		ALL			38.510 1.5		1.5	2.0		6.630		0.610
ROOFER		BLD			28.600 1.5		1.5		9.600		0.000	
SHEETMETAL WORKER		ALL			33.190 1.5		1.5			6.730		
SPRINKLER FITTER		BLD			39.140 1.5		1.5			8.500		
STONE MASON		BLD			30.750 1.5					7.100		
TERRAZZO FINISHER		BLD		27.750	0.000 1.5					7.100		
TILE MASON		BLD	-		30.750 1.5					7.100		
TRUCK DRIVER				28.955	0.000 1.5					2.900		
TRUCK DRIVER				29.355	0.000 1.5					2.900		
TRUCK DRIVER				29.555	0.000 1.5					2.900		
TRUCK DRIVER				29.805	0.000 1.5					2.900 2.900		
TRUCK DRIVER			С	30.555	0.000 1.5							
TUCKPOINTER		BLD		29.250	30.750 1.5		1.5	2.0	ö.450	7.100	0.000	0.480

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**

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.

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

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

# Wabash County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	С	Base	FRMAN N	4-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=======================================	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		26.850	27.300	1.5	1.5	2.0	5.850	10.95	0.000	0.900
ASBESTOS ABT-MEC		BLD		21.150	22.150	1.5				5.150		
BOILERMAKER		BLD			34.000					18.73		
BRICK MASON		BLD		29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
CARPENTER		BLD		31.890	33.390	1.5	1.5	2.0	6.550	6.750	0.000	0.400
CARPENTER		HWY		31.890	33.640	1.5	1.5	2.0	6.550	6.750	0.000	0.400
CEMENT MASON		BLD		30.410	32.160	1.5	1.5	2.0	7.100	8.500	0.000	0.500
CEMENT MASON		HWY		27.400	28.900	1.5	1.5	2.0	7.100	6.130	0.000	0.300
CERAMIC TILE FNSHER		BLD		27.750	0.000	1.5	1.5	2.0	8.450	7.100	0.000	0.480
COMMUNICATION TECH		BLD		18.350	19.650	1.5	1.5	2.0	0.000	0.550	0.000	0.000
ELECTRIC PWR EQMT OP		ALL	1	35.570	0.000	1.5	1.5	2.0	5.000	9.960	0.000	0.360
ELECTRIC PWR EQMT OP		ALL	2	31.740	0.000	1.5	1.5	2.0	5.000	8.880	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		26.100	0.000	1.5	1.5	2.0	5.000	7.310	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		44.630	47.650	1.5	1.5	2.0	5.000	12.50	0.000	0.450
ELECTRICIAN		BLD		34.130	36.130	1.5	1.5	2.0	5.250	7.910	0.000	0.550
FLOOR LAYER		BLD		29.330	30.080	1.5	1.5	2.0	6.550	6.750	0.000	0.400
GLAZIER		BLD		26.780	28.030	1.5	1.5	2.0	6.120	5.200	0.000	0.300
HT/FROST INSULATOR		BLD		29.450	30.450	1.5	1.5	2.0	5.050	9.730	0.000	0.280
IRON WORKER		ALL		27.020	28.270	1.5	1.5	2.0	7.010	9.200	0.000	0.345
LABORER		BLD		25.850	26.300	1.5	1.5	2.0	5.850	10.95	0.000	0.800
LABORER		HWY		25.850	26.300	1.5	1.5	2.0	5.850	10.95	0.000	0.800
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		BLD		27.750	0.000	1.5	1.5	2.0	8.450	7.100	0.000	0.480
MARBLE MASON		BLD		29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
MILLWRIGHT		BLD		31.890	33.390	1.5	1.5	2.0	6.550	6.750	0.000	0.400
MILLWRIGHT		HWY		32.390	34.140	1.5	1.5	2.0	6.550	6.750	0.000	0.400
OPERATING ENGINEER		ALL	1	36.950	0.000	1.5	1.5	2.0	7.250	8.700	0.000	0.800
OPERATING ENGINEER		ALL	2	23.900	0.000	1.5	1.5	2.0	7.250	8.700	0.000	0.800
OPERATING ENGINEER		0&C		14.570	0.000	1.5	1.5	2.0	4.200	2.200	0.000	0.000
PAINTER		BLD		24.450	25.450	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER		HWY		25.600	26.600	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER OVER 30FT		BLD		25.200	26.200	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER PWR EQMT		BLD		25.450	26.450	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PAINTER PWR EQMT		HWY		26.600	27.600	1.5	1.5	2.0	6.250	5.550	0.000	0.300
PILEDRIVER		BLD		31.890	33.390	1.5	1.5	2.0	6.550	6.750	0.000	0.400
PILEDRIVER		HWY		32.390	34.140	1.5	1.5	2.0	6.550	6.750	0.000	0.400
PIPEFITTER		BLD		33.640	35.660	1.5	1.5	2.0	6.100	8.310	0.000	0.800
PLASTERER		BLD		30.500	32.500	1.5	1.5	2.0	7.100	10.27	0.000	0.500
PLUMBER		BLD			35.660					8.310		
ROOFER		BLD		27.240	29.240	1.5				5.250		
SHEETMETAL WORKER		ALL			33.190					6.730		
SPRINKLER FITTER		BLD		36.390	39.140	1.5	1.5	2.0	8.420	8.500	0.000	0.450
STONE MASON		BLD			30.750					7.100		
TERRAZZO FINISHER		BLD		27.750	0.000					7.100		
TERRAZZO MASON		BLD			30.750					7.100		
TILE MASON		BLD			30.750					7.100		
TRUCK DRIVER			1		0.000					2.900		
TRUCK DRIVER					0.000					2.900		
			-									

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	0&C	13.940	0.000	1.5	1.5	2.0	2.550	1.500	0.000	0.000
TUCKPOINTER	BLD	29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480

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.

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

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

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

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK DRIVER - OIL AND CHIP

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

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher,

Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

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

#### OPERATING ENGINEER - OIL AND CHIP

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 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 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	С	Base	FRMAN M-	-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
	==		=		====== :		===			=====		
ASBESTOS ABT-GEN		ALL			27.300		1.5			10.95		
ASBESTOS ABT-MEC		BLD			22.150					5.150		
BOILERMAKER		BLD			34.000					18.73		
BRICK MASON		BLD			30.750					7.100		
CARPENTER		BLD			33.390					6.750		
CARPENTER		HWY			33.640					6.750		
CEMENT MASON		BLD			30.050				7.100			0.500
CEMENT MASON		HWY			28.900					6.130		
CERAMIC TILE FNSHER		BLD	_	27.750	0.000					7.100		
ELECTRIC PWR EQMT OP				35.570	0.000		1.5			9.960		
ELECTRIC PWR EQMT OP		ALL	2	31.740	0.000		1.5		5.000			0.320
ELECTRIC PWR GRNDMAN		ALL		26.100	0.000		1.5			7.310		
ELECTRIC PWR LINEMAN		ALL			47.650					12.50		
ELECTRICIAN		ALL			41.600					9.440		
ELECTRONIC SYS TECH		BLD			34.320					4.240		
FLOOR LAYER		BLD			30.080					6.750		
GLAZIER		BLD			28.030					5.200		
HT/FROST INSULATOR		BLD			30.450		1.5			9.730		
IRON WORKER		ALL			28.270		1.5			9.200		
LABORER		BLD			26.300					10.95		
LABORER		HWY			26.300					10.95		
MACHINIST		BLD			46.050					8.950		
MARBLE FINISHERS		BLD		27.750	0.000					7.100		
MARBLE MASON		BLD			30.750					7.100		
MILLWRIGHT		BLD			33.390					6.750		
MILLWRIGHT		HWY	1		34.140					6.750		
OPERATING ENGINEER				36.950	0.000		1.5			8.700		
OPERATING ENGINEER		ALL	2	23.900	0.000 1		1.5	2.0		8.700		
PAINTER		ALL					1.5			8.090		
PAINTER OVER 30FT		ALL			26.790 1 26.790 1					8.090 8.090		
PAINTER PWR EQMT		ALL			33.390		1.5 1.5			8.090 6.750		
PILEDRIVER		BLD								6.750		
PILEDRIVER		HWY			34.140		1.5					
PIPEFITTER		BLD			40.700 1 30.050 1					9.300 5.750		
PLASTERER		BLD BLD			40.700					9.300		
PLUMBER ROOFER		BLD			24.900					3.800		
					33.190					6.730		
SHEETMETAL WORKER SPRINKLER FITTER		ALL BLD			39.140					8.500		
STONE MASON		BLD			30.750					7.100		
TERRAZZO FINISHER		BLD		29.250	0.000					7.100		
TERRAZZO FINISHER TERRAZZO MASON										7.100		
		BLD	1		30.750							
TRUCK DRIVER TRUCK DRIVER				31.340 31.780	0.000 1					5.010 5.010		
TRUCK DRIVER				32.020	0.000 1					5.010		
TRUCK DRIVER				32.020	0.000 1					5.010		
TRUCK DRIVER				32.280	0.000 1					5.010		
TUCKPOINTER		all BLD	C		30.750					5.010		
IOCKFOINIER		עננס		29.200	50.750	1.0	т.у	2.0	0.400	/.100	0.000	0.100

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

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#### Other Classifications of Work:

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#### 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.

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Agenda Item #8B

# RAMP FY2015

Agenda Item #8B

### MEMORANDUM

To: Board of Trustees

From: Terry L. Bruce

Date: June 18, 2013

Re: RAMP FY 2015

IECC's RAMP (Resource Allocation and Management Plan) for FY 2015 includes two capital project requests which were approved by the Cabinet on June 5, 2013. The two capital project requests for FY 2015 in ranking order are:

Olney Central College Project Name: Applied Technology Center District Priority No.: 1 of 2 Total Building Budget: \$2,154,501

Frontier Community College Project Name: Student Education and Support Center District Priority No.: 2 of 2 Total Building Budget: \$3,111,837

LTC's and WVC's RAMP projects will not be submitted as they are projects already listed on Table 1, Fiscal 2014 Capital Budget Recommendation and the funding levels are set at the amounts appropriated in FY2010. ICCB will continue to list those projects in FY2015 and adjust annually for inflation. These two projects are:

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

I recommend approval of the RAMP FY2015 document for submission to the Illinois Community College Board.

TLB/rs

Attachment

Fiscal Year 2015 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 for several programs: Associate Degree Nursing (NUR), Licensed Practical Nursing (LPN), Radiography (XRAY), Massage Therapy (THM), Phlebotomy (PHB), and the Basic Nurse Assistant Training Certificate (BAID). We would also like to expand our Allied Health offerings with a Medical Lab Technician program. Currently, we do not have the space to add this program. Faculty office space is also at a premium. The new building would provide additional office space. 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 2015 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

### SCOPE OF WORK NARRATIVE

## DISTRICT/COLLEGE: Illinois Eastern/Olney Central College

PROJECT NAME: Applied Technology Center

FULL NAME OF BUILDING (IF REMODELING): <u>Applied Technology Center</u>

# **EXACT LOCATION (INCLUDING ADDRESS AND CITY):**

Olney Central College 305 North West Street Olney, IL 62450

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

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

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

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

TABLE 1FISCAL YEAR 2015 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE: Illinois Eastern/C	Iney Cent	ral College										
PROJECT NAME AND/OR DESCRIPTION: Appli Check one: NEW FACILITIES CONSTRUCTION/ACQUISITIC REMODELING/REHABILITATION PROJECT OTHER		gy Center	(Complete Table 2 (Complete Table 2 (Complete Table 2	2)	ional information	n per instructions)		DISTRICT PRIC Check one: NEW REQUES REQUESTED F	т	R	OUT OF	2
Dollars rounded to the nearest hundred (for ex-		er instructions e OR YEARS FUNI			REQUEST F	( 2015	BEV	OND CURRENT		TOT	L PROJECT CO	e <i>T</i>
PROJECT CATEGORIES* BLDGS, ADDITIONS, AND/OR STRUCTURES LAND EQUIPMENT UTILITIES REMODELING & REHABILITATION SITE IMPROVEMENTS	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS 1,615.9	LOCAL FUNDS 538.6	2013 TOTAL COST 2,154.5	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS 1,615.9	LOCAL FUNDS 538.6	TOTAL COST 2,154.5
PLANNING TOTAL				1,615.9	538.6	2,154.5				1,615.9	538.6	2,154.5
* Describe prior year funding and/or future year State funds should equal 75% of total and loca TOTAL PROJECT REQUEST (CURRENT YEAR)					<u>rormat.</u>			MATCHING CC				
TOTAL COMPLETED PROJECT COST		\$	2,155					(See item 10 in LOCAL FINANCE)				
DESIRED PROJECT START DATE			5/1/2014					AVAILABLE FU	ND BALANCE	\$		
ESTIMATED COMPLETION DATE ESTIMATED OCCUPANCY DATE ESTIMATED ANNUAL OPERATING COST		\$	6/30/2015					ICCB CONSTR DEBT ISSUE DATE OF AP	(if any)	DIT \$ \$		
								OTHER (please OCC Foundatio TOTAL		\$539 \$539		

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

### TABLE 2 FY 2015 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

### 

			PART A		PART B					
		NET ASSIGNABL	E SQUARE FOOTAGE	SUMMARY	ACREAGE SUMMARY (Land Acquisition)	Number of Acres Requested in Budget Year				
		REQUEST FOR NEW FACILITIES	REDISTRIBUTION	OF NASF SPACE						
					1 Landscaped Ground					
Space Type	FICM Codes	Net Assignable Square Feet (NASF)	Space Prior to Remodeling	Space After 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:	0.10.4				8 Pond Retention and Drainage					
Assembly and Exhibition Other General Use	610 thru 625 630 thru 685				9 Other (specify)					
Support Facilities	710 thru 765	600			Total Assigned Area					
Health Care	810 thru 895				Currently Unassigned					
Unclassified					Total Acres					
TOTAL NASF #		3,900								
TOTAL GSF* #		5,916								

\*Gross Square Feet

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

### TABLE 3 FY 2015 BUILDING BUDGET ESTIMATION FORM

District/College	Illinois Eastern Community Colleges
Location	Olney Central College
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	
Classroom	1800	1.5	2700	258.32	\$697.5
Instructional (Dry Lab)	900	1.64	1476	289.38	\$427.1
Office	600	-	1020	267.41	\$272.8
Supporting Facilities	600		720	241.26	\$173.7
Supporting r actitues	000	1.2	720	241.20	\$173.7
1. Base Total	3900		5916		\$1,571.1
<ol><li>Added Costs (sum of added cost components)</li></ol>	s ientified separa	ately below)			\$94.3
LEED design cost up to 6% of line 1					\$94.3
Green Building Design/LEED Certifica	tion Level		(Silver, Gold ,	Platinum)	
Other added costs:					
3. Base Cost	3900		5916		\$1,665.3
4. Escalation (estimate of cost increase from t	the time of appro	priation to the	e bid date		42.7
assumes appropiration is rece	eveid at July 1, 2	013).			
Expected Bid Date: July 1, 2015	Number of Mor	ths to Bid Da	te:	14	
Annual Percentage (Allowable per ann	num inflation) from	m regional rat	te tables	0.022	
(Enter annual rate as a decima	al in cell J35; i.e	e. 2.2% as .02	22)		
(inflation rate and number of months to	o bid are estimat	es and for pu	rposes of calcu	ulating	
estimated costs will be standardized a	t 12 months to b	id)			
5. Escalated Building Budget (Line 3 plus Line	ne 4)				\$1,708.1
<ol><li>Escalated Building Budget</li></ol>					
Plus 10% Contingency (Line 5 multipli	ied by 1.10)				\$1,878.9
7. Adds:					
a. A/E Fees 0.085 %				h an mata)	¢450.7
a. A/E Fees 0.085 %	(use rate in E4	5 uniess justii	ication for anot	ner rate)	\$159.7
b. On-Site Observation					
Number of Months 12		k 1			\$100.0
	_ Days per wee	к4			\$100.0
c. Reimbursable Expenses	.065 of 7b				\$6.5
	.000 01 10				¢0.0
d. Art in Architecture					
one-half of one percent	(Multiply Line 6	by 005)			\$9.4
	(Malaply Ello o	by .000)			φ0.1
e. Other Adds (ADA, A	Asbestos, CDB 3	3% Admin Fee	e, etc. specify)		
f. Sub-total Adds (Lines	7a through 7e)			_	\$275.6
8. Total Building Budget (Line 6 plus Line	no 7f)				\$2,154.5
				=	φ2,154.5
OTHER:					
Estimate of Annual State Supported	d Operations on	Maintenano	- Evnense		
Loundle of Annual State Supported	a Operations and		- Lybense	_	

Source of Cost Estimate:	ICCB Cost Guidelines
Date of Cost Estimate:	13-May

# TABLE 4FY 2015 MOVEABLE EQUIPMENT LIST

District/College:Illinois Eastern/Olney CentralProject 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 2015 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 its 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, study, or go to between classes. Recent meetings held by the President with student groups indicate that, according to students, the need for this facility is the greatest of all needs on campus. Students enrolled in five new career and technical programs have also voiced the same opinion. In addition, it would also make possible a snack bar for students so they do not have to drive off-campus for meals as well as provide for a bookstore and room for large classes/seminars.

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 eight new student clubs in the past two years):

- 1. Space for students to gather/socialize
- 2. Space for students to study/relax between classes
- 3. Space for faculty and staff to dine, take breaks, and interact with students
- 4. Phi Theta Kappa
- 5. Student Nurse Association
- 6. Student Advantage Network
- 7. Student Senate
- 8. Adequate space for credit and non-credit seminars and classes
- 9. Science Club
- 10. Computer Club
- 11. Christian Student Club
- 12. Automotive Tech Club
- 13. E.D.S. Club
- 14. LPN Student Association
- 15. Alpha Delta Nu
- 16. 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 2015 Ramp Community College Capital Requests Illinois Eastern/Frontier Community College

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

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

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 1FISCAL YEAR 2015 CAPITAL PROJECT REQUEST

#### DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

PROJECT NAME AND/OR DESCRIPTION: Stud Check one: NEW FACILITIES CONSTRUCTION/ACQUISITI REMODELING/REHABILITATION PROJECT OTHER		<u>x</u>	(Complete Table (Complete Table	,	onal information	per instructions)		DISTRICT PRIO Check one: NEW REQUEST REQUESTED P	-	<u> </u>	OUT OF	2
Dollars rounded to the nearest hundred (for e	xample and pe	er instructions e	nter \$1,456,789 a	as \$1,456.8)								
	PRIC	OR YEARS FUND	DING*	CURRENT	REQUEST FY	2015	BEYO	OND CURRENT Y	′EAR*	ΤΟΤΑ	L PROJECT CO	ST
PROJECT	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL
CATEGORIES*	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST
BLDGS, ADDITIONS, AND/OR STRUCTURES LAND EQUIPMENT UTILITIES REMODELING & REHABILITATION SITE IMPROVEMENTS PLANNING				2,333.8	778.0	3,111.8				2,333.8	778.0	3,111.8
TOTAL				2,333.8	778.0	3,111.8				2,333.8	778.0	3,111.8

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

TOTAL PROJECT REQUEST (CURRENT YEAR)	\$ 3,112	MATCHING CONTRIBUTION \$ (See item 10 in Section I of this Manual)
TOTAL COMPLETED PROJECT COST	\$ 3,112	LOCAL FINANCING SOURCE
DESIRED PROJECT START DATE	9/1/2014	AVAILABLE FUND BALANCE \$
ESTIMATED COMPLETION DATE	8/1/2015	ICCB CONSTRUCTION CREDIT \$ (if any)
ESTIMATED OCCUPANCY DATE	8/15/2015	DEBT ISSUE \$
ESTIMATED ANNUAL OPERATING COST	\$	
		OTHER (please specify)

OTHER (please specify)	\$778
FCC Foundation/Fundraisers	
TOTAL	\$778

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED
#### TABLE 2 FY 2015 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

			PART A			
		NET ASSIGNABL	E SQUARE FOOTAGE	SUMMARY	ACREAGE SUMMARY (Land Acquisition)	Number of Acres Requested in Budget Year
		REQUEST FOR NEW FACILITIES	REDISTRIBUTION	OF NASF SPACE		
		Net Assignable	Space Prior	Space After	1 Landscaped Ground	
Space Type	FICM Codes	Square Feet (NASF)	to Remodeling	Remodeling	2 Physical Education and Athletic Fields	
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	
Study	410 thru 455				6 Parking Lots	2/3 acre 120 spaces
Special Use	510 thru 590	600			7 Roadways	
General Use:					8 Pond Retention and Drainage	
Assembly and Exhibition Other General Use	610 thru 625 630 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				
TOTAL GSF* #		9,076				

\*Gross Square Feet

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

#### TABLE 3 FY 2015 BUILDING BUDGET ESTIMATION FORM

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

(cost column rounded to the nearest hundred)

		Multiplier					
Space Type	NASF	Factor	GSF	\$/GSF	Cost		
<u>input field</u> Office	input field	<u>input field</u> 30 1.7	formula field 136	input field 267.41	\$36.4		
Special Use	60				\$30.4		
Classroom	420				\$1,627.4		
Support Facilities	130	00 1.2	1560		\$376.4		
1. Base Total	618	30	9076		\$2,319.3		
<ol><li>Added Costs (sum of added cost components ier</li></ol>	tified separately be	low)			\$139.2		
LEED design cost up to 6% of line 1	differentiaria I. acced			Distingues)	\$139.2		
Green Building Design/LEED Ce Other added costs:	tification Level		(Silver, Gold	, Platinum)			
					·		
3. Base Cost	618	30	9076		\$2,458.4		
4 Enclotion (actionate of each increase)					54.4		
4. Escalation (estimate of cost increase assumes appropriation is			e dia date		54.1		
			ate:	<u>12</u>			
	Expected Bid Date: July 1, 2015 Number of Months to Bid Date: 12   Annual Percentage (Allowable per annum inflation) from regional rate tables 0.022						
(Enter annual rate as a de							
(inflation rate and number of months to bid are estimates and for purposes of calculating estimated costs will be standardized at 12 months to bid)							
	us Line 4)	bid)			\$2,512.5		
					<i><i><i></i></i></i>		
6. Escalated Building Budget							
Plus 10% Contingency (Line 5 m	ultiplied by 1.10)				\$2,763.8		
7. Adds:							
a. A/E Fees 0.08 %	(use rate in E	45 unless justi	fication for and	ther rate)	\$221.1		
b. On-Site Observation Number of Months12		ok 1			\$25.0		
	Days per we	ek4			\$23.0		
c. Reimbursable Expenses					\$5.2		
d. Art in Architecture	<i></i>				<b>6</b> /6 6		
one-half of one percent	(Multiply Line	6 by .005)		_	\$13.8		
e. Other Adds (A	DA Asbestos CDB	3% Admin Fe	e etc specify)		\$82.9		
	27.1,7.0200100, 022		o, oto: op con <i>y</i> )		<u><u></u></u>		
f. Sub-total Adds (	Lines 7a through 7e	e)			\$348.0		
8. Total Building Budget (Line 6 p	us Line 7f)				\$3,111.8		
				_	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>		
OTHER:							
Estimate of Annual State Sup	oorted Operations a	nd Maintenanc	e Expense				

Source of Cost Estimate: Date of Cost Estimate: ICCB Cost Guidelines 13-May

# TABLE 4FY 2015 MOVEABLE EQUIPMENT LIST

District/College:	Illinois Eastern/Frontier
Project Name:	Student Education and Support Center

(cost column rounded to th	ne nearest doll	arplease round the grand tota	l equipment cost to	the neare	st hundred wh	en you transfer to table 1)	
-		-			~		

Programmatic	Room Use		Number of	Cost per	Estimated
Unit	Classification	Name of Equipment	Units	Unit	<b>Total Cost</b>

None

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

COMPLETE ONE SHEET FOR EACH PROJEC<sup>5</sup>T REQUESTING MOVEABLE EQUIPMENT

Agenda Item #8C

Joint Agreement with Kaskaskia College

## Agenda Item #8C

#### MEMORANDUM

- TO: Board of Trustees
- FROM: Terry L. Bruce
- DATE: June 18, 2013
- RE: Joint Agreement with Kaskaskia College

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

IECC:		
Added:	Process Technology	AAS/Certificate
<u>Kaskaskia Co</u>	<u>ollege:</u>	
Added:	Geospatial Technology	Certificate
	Internet Marketing & Advertising	Certificate
Removed:	Network Security	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 Coal Mining Technology Diesel Equipment Technology Electrical Distribution Systems **Energy Technology** Industrial Leadership & Organization Manufacturing Design **Pharmacy Technician Process Technology** Radio-TV Broadcasting **Reliability Maintenance Telecommunications Technology**
- Certificate Certificate AAS Certificate Certificate AAS/Certificate AAS Certificate AAS Certificate Certificate Certificate AAS/Certificate AAS Certificate AAS/Certificate

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

Alcohol and Other Drug Abuse	Certificate
Certificate of Aeronautical Science	Certificate
Dental Assisting	Certificate
Diagnostic Medical Sonography	Certificate
Geospatial Technology	Certificate
Internet Marketing & Advertising	Certificate
Nail Technology	Certificate
Occupational Therapy Assistant	AAS
Personal Fitness Trainer	Certificate
Physical Therapist Assistant	AAS
Respiratory Therapy	AAS
Veterinary Technician	AAS

## **COOPERATIVE AGREEMENT**

The Joint Agreement between Kaskaskia College and Illinois Eastern Community College is hereby extended for a one-year period beginning July 1, 2013.

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 #8D

Joint Agreement with John A. Logan College

### Agenda Item #8D

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Joint Agreement with 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** 

<u>IECC</u>		
Added:	Advanced Industrial Technician	Certificate
	Basic Quality Manufacturing Skills	Certificate
	Computer Telephony	AAS Degree
	Entrepreneur	Certificate
	Industrial Management	AAS Degree
	Phlebotomy	Certificate
	Process Technology	AAS Degree/Certificate
	Real Estate	Certificate
Removed:	Automation	Certificate
John A. Loga	<u>an</u>	
Added:	Electronics Technology	AAS Degree
	Electrical Engineering Technology	AAS Degree
	Heating and Air Conditioning	AAS Degree/Certificate
	Heating and Air Conditioning Installer	Certificate
	Heating and Air Electrical Specialist	Certificate
	HVAC Energy Efficiency	Certificate
	HVAC Energy Management Systems	Certificate
	HVAC Green Technologies	Certificate
	HVAC Performance Systems	Certificate
	-	

Name Change: Interpreter Preparation to ASL/Deaf Studies, Interpreter Preparation Cardiac Medical Sonography to Diagnostic Cardiac Sonography

I ask the Board's approve 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, 2013 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
Heating and Air Conditioning	AAS Degree/Certificate
Heating and Air Conditioning Installer	Certificate
Heating and Air Electrical Specialist	Certificate
HVAC Energy Efficiency	Certificate
HAVC Energy Management Systems	Certificate

Name of Program	Degree
HVAC Green Technologies	Certificate
HVAC Performance Systems	Certificate

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	AAS Degree
Advanced Machining	Certificate
Agricultural Technology/Business	AAS Degree
Agricultural Technology/Production	AAS Degree
Alternative Fuels	Certificate
Basic Quality Manufacturing Skills	Certificate
Computer Telephony	AAS Degree
Diesel Equipment Technology	AAS Degree
Electrical Distribution Systems	Certificate
Energy Technology	Degree
Entrepreneur	Certificate
Gunsmithing	AAS Degree/Certificate
Horticulture	AAS Degree/Certificate
Industrial Leadership & Organization	Certificate
Industrial Management	AAS Degree
Industrial Quality Management	AAS Degree/Certificate
Manufacturing Design	Certificate
Phlebotomy	Certificate
Process Technology	AAS Degree/Certificate
Professional Ag Applicator	Certificate
Radio-TV Broadcasting	AAS Degree

Name of Program	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 #8E

Joint Agreement with Rend Lake College

#### MEMORANDUM

- TO: Board of Trustees
- FROM: Terry L. Bruce
- DATE: June 18, 2013
- 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 agree from last year are:

IECC Added:	Industrial Maintenance HVAC I	Certificate
Rend La	<u>ke</u>	
Added:	Green Facilities Management	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 2013 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
Baking & Pastry Arts	Certificate
Computer Tomography	Certificate
Culinary Arts Management	AAS/Certificate
Enology	AAS
Green Facilities Management	Certificate
MRI	Certificate
Surveying Technology	AAS
Viticulture	AAS/Certificate

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

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

President

Chairman, Board of Trustees

Date

Agenda Item #8F

Joint Agreement with Southwestern Illinois College

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Joint Agreement with Southwestern Illinois College

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

IECC added:GunsmithingAAS Degree/CertificateProcess TechnologyAAS Degree/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 \_\_\_\_\_\_, 2013 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 Aviation Pilot Training Industrial Pipefitting Physical Therapist Assistant Respiratory Care Sign Language/Basic Communication Sign Language/Interpreter Ward Clerk
- AAS Degree AAS Degree/Certificates AAS Degree/Certificate AAS Degree AAS Degree Certificate AAS Degree Certificate of Completion

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

Professional Ag Applicator Agricultural Technology/Business Agricultural Technology/Production Automotive Service Specialist Automotive Service Technology Automotive Service Tech I & II Computer Telephony Diesel Equipment Technology **Electrical Distribution Systems Engine Performance Specialist** Gunsmithing Industrial Management Interconnect Technician **OSP** Technician Pharmacy Technician Process Technology Radio/TV Broadcasting **Telecommunications Technology** 

Certificate AAS Degree AAS Degree Certificate AAS Degree/Certificate Certificate AAS Degree AAS Degree Certificate Certificate AAS Degree/Certificate AAS Degree Certificate Certificate Certificate AAS Degree/Certificate AAS Degree **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. <u>PUBLICITY AND CATALOG</u>

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. <u>AMENDMENTS TO AGREEMENT</u>

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 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 COLLEGE District #522	ILLINOIS
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 Southwestern Illinois College do not discriminate on the basis of race, color, religion, gender, age, disability, or national origin.

Agenda Item #8G

**Teen Parent Contract 2013-2014** 

#### Agenda Item #8G

	MEMORANDUM
TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	June 18, 2013
RE:	Teen Parent Contractual Agreement between IECC and the Board of Control of Clay, Jasper, Richland and North Wayne Counties

The following Teen Parent Contractual Agreement between Illinois Eastern Community Colleges and the Board of Control of Clay, Jasper, Richland and North Wayne Counties facilitates services for pregnant and parenting teens in Clay, Jasper, Richland and North Wayne school systems for the 2013-2014 school year.

Through this agreement, IECC and the Board of Control are continuing a cooperative relationship to provide students with information, referrals and assistance.

I recommend the Board's approval of this agreement.

TLB/rs

Attachment

#### Teen Parent Contractual Agreement Between Illinois Eastern Community Colleges and the Board of Control of Clay, Jasper, Richland, and North Wayne Counties

The Illinois Eastern Community Colleges' Transition Center will provide the following services for pregnant and parenting teens in Clay, Jasper, Richland, and North Wayne school systems for the 2013-2014 school year.

The Director of the Transition Center will visit each school in the Delivery System that has pregnant and parenting teens. A visit will be made on a monthly, bi-weekly or weekly basis, dependent upon the need of each student and school. Visits will last the length of time necessary to serve the students in attendance. If a school does not have pregnant or parenting teens attending, the Director will not visit that school. However, the Director will stay in contact with the Guidance Office and will remain available as needed.

Phone calls, correspondence and arranged home visits will be made in the event a student is homebound, ill, has poor attendance, etc.

The Transition Center Director will assist in providing special programs and services for pregnant and parenting teens. In addition to regular visits, the Director will plan and provide the following events after receiving permission and confirmation from school administration:

- Field trips (college, career and cultural)
- Carry-ins (snacks)
- Workshops

Topics discussed and materials provided, including but not limited to the following:

- Pregnancy
- · Labor and delivery
- Parenting skills
- Communication skills
- Problem solving skills
- · Conflict management
- Career exploration
- Job seeking skills
- College information
- Financial aid information
- Study skills

Resources and Referrals provided, including but not limited to the following:

- College Personnel ٠
- Child care
- Housing
- Medical assistance
  - Social services agencies
    - o WIC
    - o DHS
    - Project Child
    - Health Departments
    - o Central Baptist Family Services
    - Counseling Centers
    - o SWAN
    - o Birth to Three Programs

In some circumstances, students find themselves in a financial bind or in need of necessities not available to them. This program has provided and will continue to provide students with the following when needed:

- School books and supplies •
- Transportation money
- CNA testing fees
- ٠ Emergency support

An interim report will accompany the first half of the \$8,000 due Illinois Eastern Community Colleges at the end of the first semester. The remaining amount will be billed at the end of April. Final report on program activities and outcomes will be due to the Superintendents by June 30, 2014.

The contract amount for the Clay, Jasper, Richland, and North Wayne Delivery system is \$8,000. The contract dates are July 1, 2013 – June 30, 2014.

Board of Control Chairman

<u>5-20-13</u> Date

IECC Board of Trustee Chairman

Date

# Agenda Item #8H

Certified Medical Assistant Program Student Handbook

#### Agenda Item #8H

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Certified Medical Assistant Program Student Handbook

The Certified Medical Assistant Program Student Handbook needs to be updated. The changes include:

- 1. Mission statement was revised.
- 2. Student Fees were changed to reflect current costs:
  - a. CMAA & CCMA Certification testing fee from \$168 to \$205
  - b. EKG fees added to program fees at \$105
  - c. Phlebotomy fees added to program fees at \$105
- Clarifies levels of certification exams available CMAA-Certified Medical Administrative Assistant, CPT-Certified Phlebotomy Technician, CET-Certified EKG Technician.
- 4. Inserts new candidate health exam forms and new applicant immunization record forms.

I ask the Board's approval of the revised Certified Medical Assistant Program Student Handbook. A copy of the revised handbook will be available for review at the Board meeting.

TLB/rs

# Agenda Item #8I

**Electronic Medical Records Program Student Handbook** 

#### <mark>Agenda Item #8I</mark>

#### MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	June 18, 2013
RE:	Electronic Medical Records Program Student Handbook

The Electronic Medical Records Program Student Handbook needs to be updated. The changes include:

- 1. Mission statement revised.
- 2. Online course requirements revised.
- 3. Reading Compass scores passage requirement increased from a required score of 34 to a required score of 77.
- 4. Electronic Health Certified Record specialist test was added.
- 5. New Candidate Health Exams forms and New applicant Immunization record Forms were added.

I ask the Board's approval of these changes to the Electronic Medical Records Program Student Handbook. A copy of the handbook will be available for review at the Board meeting.

TLB/rs

# Agenda Item #8J

Pharmacy Technology Program Student Handbook

#### <mark>Agenda Item #8J</mark>

#### MEMORANDUM

TO: Bo	ard of Trustees
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FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Pharmacy Technology Program Student Handbook

The Pharmacy Technology Program Student Handbook needs to be updated. The changes include:

- 1. Dates have been revised.
- 2. Insertion of new IECC Mission statement.
- 3. Revised sequence of forms.

I ask the Board's approval of the revised Pharmacy Technology Program Student Handbook. A copy of the handbook will be available for review at the Board meeting.

TLB/rs
# Agenda Item #8K

Appointment of Audit Committee

### Agenda Item #8K

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Appointment of Board Audit Committee

Board members Marilyn Wolfe and John Brooks 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 Wolfe and Brooks or make new appointments to the audit committee for the review of this year's audit.

TLB/rs

Agenda Item #8L

FCC Gravel Parking Lot Change

Agenda Item #8L

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: FCC Gravel Parking Lot Change

In April, the Board approved a bid of \$34,300.00 for the construction of a new gravel parking lot at Frontier Community College. The bid was awarded to Kieffer Brothers Construction of Mt. Carmel, Illinois.

After removal of the topsoil, and after beginning the project, it was discovered that the soil underneath the proposed parking lot was not stable. The Board will recall that this same problem presented itself during the construction of the concrete lot just south of Foundation Hall.

To correct this unforeseen soil problem, the ground should be stabilized using limestone. The estimated cost of soil stabilization for the entire lot is \$17,000.00. Under the state bidding act, the Board may approve this amount even though it is above the Board's \$10,000.00 limit on bids if the Board feels it is an emergency situation and the Board approves by a 3/5 vote. This particular situation meets the emergency requirements.

In addition, it will cost approximately \$9,000.00 to remove and then respread the gravel that has already been spread so that the entire lot can be stabilized.

I ask the Board's approval to proceed with construction of the parking lot with an increase of \$17,000.00 for soil stabilization and for \$9,000.00 to remove and respread the gravel that has been spread.

TLB/rs

Agenda Item #8M

# FY2014 Budget Resolution

### Agenda Item #8M

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: FY 2014 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 17th at Frontier Community College, and states that the budget will be adopted by the Board on September 17th, 2013 following the hearing.

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

TLB/cr

Attachment

### BOARD OF TRUSTEES RESOLUTION BUDGET FY2014

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 2014 fiscal year:

- 1. Date of Fiscal Year: July 1, 2013 June 30, 2014
- 2. Publication of Notice of Public Hearing on Budget: On or before August 9, 2013.
- 3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 9, 2013.
- 4. Mailing Tentative Budget to Board of Trustees: August 9, 2013.
- 5. Public Hearing on Budget: September 17, 2013 at the hour of 7:00 p.m. local time, Frontier Community College, 2 Frontier Drive, Fairfield, IL 62837.
- 6. Adoption of Budget: September 17, 2013 following the Public Hearing.

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

Chairman, Board of Trustees

June 18, 2013

Date

Secretary, Board of Trustees

June 18, 2013

Date

Agenda Item #8N

**Inter-Funds Loans Resolution** 

Agenda Item #8N

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

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 2014, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2014.

TLB/rs

Attachment

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

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2014, 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 2014, 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, 2014.

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

	June 18, 2013
Chairman, Board of Trustees	Date

	June 18, 2013
Secretary, Board of Trustees	Date

# Agenda Item #80

**Building and Maintenance Fund Resolution** 

### Agenda Item #8O

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

SUBJECT: Building and Maintenance Fund Resolution

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

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

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

TLB/rs

Attachment

### BOARD OF TRUSTEES RESOLUTION BUILDING AND MAINTENANCE FUND

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

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

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

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

	June 18, 2013
Chairman, Board of Trustees	Date
	June 18, 2013
Secretary, Board of Trustees	Date

Agenda Item #8P

Payment of Accrued Bills

Agenda Item #8P

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Payment of Accrued Bills

The District's fiscal year ends on June 30<sup>th</sup>, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2013. By July 19th all FY2013 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 FY2013 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/rs

Agenda Item #8Q

Working Cash Fund

Agenda Item #8Q

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

SUBJECT: Working Cash Fund

The Board of Trustees should 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 \$20,000 from the Working Cash fund to the General Fund prior to June 30, 2013.

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 \$20,000 Working Cash Fund interest to the General Fund on or before June 30, 2013.

TLB/rs

Attachment

### BOARD OF TRUSTEES RESOLUTION WORKING CASH FUND

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General fund on or before June 30, 2013;

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 \$20,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2013.

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

	June 18, 2013
Chairman, Board of Trustees	Date

	June 18, 2013
Secretary, Board of Trustees	Date

# Agenda Item #8R

Business Associate Agreement Crossroads Hospital – Associate Degree Nursing

# Agenda Item #8R

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Business Associate Agreement with Crossroads Hospital – ADN Program

IECC wishes to enter into an affiliation agreement with Crossroads Community Hospital located in Mt. Vernon, Illinois.

This affiliation agreement is for the Associate Degree Nursing Program.

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

TLB/rs

Attachment

### **BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (the "Addendum") is made as of the \_\_\_\_\_ day of June, 2013 (the "Effective Date"), by and between <u>Illinois Eastern Community Colleges, District</u> <u>#529, Olney Central College Associate Degree Nursing/Practical Nursing Certificate Program</u> ("Vendor" or "Business Associate") and <u>Crossroads Community Hospital</u> ("Hospital" or "Covered Entity") (collectively the "Parties") to comply with Privacy Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule"), the Security Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 164, subpart D ("the Breach Notification Rule"), and any applicable state confidentiality laws.

#### RECITALS

WHEREAS, in connection with these Services, Covered Entity discloses to Business Associate certain Protected Health Information ("PHI") that is subject to protection under the Privacy Rule; and

WHEREAS, the Privacy Rule and the Security Rule require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

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

#### Definitions.

- Unless otherwise provided, all capitalized terms in the Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards and the Breach Notification Regulations.
- <u>Protected Health Information or PHI</u>: Protected Health Information or PHI, as defined by the Privacy Standards, for this Agreement means PHI that is received or created on behalf of Covered Entity by Business Associate.
- <u>Purposes for which PHI May Be Disclosed to Business Associate</u>. In connection with the Services provided by Business Associate to or on behalf of Covered Entity, Covered Entity may disclose PHI to Business Associate incidentally during the performance of service and support activities.

## C. <u>Obligations of Business Associate</u>.

- 1. <u>Compliance with Laws.</u> Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the Privacy Rule, Security Rule and Breach Notification Rule that are applicable to Business Associate, and with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954 and any regulations issued by the Department of Health and Human Services (HHS) to implement the HITECH Act, as of the date by which Business Associate is required to comply with such referenced statutes and regulations.
- 2. <u>Use and Disclosure of PHI</u>. Business Associate shall use or disclose PHI only as necessary to provide Services or as required by law, and shall not use or disclose PHI in a manner that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, in which case Business Associate shall:
  - provide information to members of its Workforce using or disclosing PHI regarding the confidentiality requirements of the Privacy Rule and this Addendum;
  - obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will immediately, upon discovery, notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Addendum or for a purpose not expressly permitted by the HIPAA Rules within five (5) days of discovery.

3. <u>Data Aggregation</u>. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy Rule.

4. <u>De-identified Information</u>. Business Associate may use and disclose Deidentified Health Information if (i) such use or disclosure is disclosed to and permitted by Covered Entity in its sole discretion and (ii) the de- identification is in compliance with 45 C.F.R. §164.502(d), and the Demeets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b)

5. <u>Safeguards</u>. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Addendum or as required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

6. <u>Minimum Necessary.</u> Business Associate shall limit its uses and disclosures of PHI to the "Minimum Necessary," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

7. <u>Disclosure to Agents and Subcontractors</u>. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Addendum. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and

appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law.

Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Addendum.

- 8. <u>Individual Rights</u>. Business Associate agrees as follows:
  - (a) <u>Individual Right to Copy or Inspection</u>. If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request.
  - Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for Accounting of Disclosures. Such accounting is limited to disclosures that were made

in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within 5 business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the Accounting to the Individual. Business Associate will not provide an Accounting of its Disclosures directly to any Individual.

Internal Practices, Policies and Procedures. Except as otherwise specified herein, 9. Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity, to the Secretary or his or her agents the for purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by **Covered Entity** or the Secretary.

10. <u>Withdrawal of Authorization</u>. If the use or disclosure of PHI in this Addendum is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. <u>Security Incident</u>. Business Associate agrees to report to the Covered Entity any Security Incident of which Business Associate becomes aware.

- (a) Attempted incidents, i.e., those incidents that are unsuccessful, shall be reported to the Covered Entity within 30 days of the Covered Entity's written request. The Covered Entity will not make such a request more frequently than quarterly.
- Successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operation shall be reported to the Covered Entity immediately.

12. <u>Breaches of Unsecured PHI</u>: Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 5 business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate's subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals.

### Term and Termination.

- <u>Term</u>. This Addendum shall be effective as of the Effective Date and shall be terminated .concurrently with the termination of the Agreement, or as otherwise provided in this Addendum.
- <u>Termination for Breach.</u> Covered Entity may terminate the Agreement upon written notice to Business Associate if Covered Entity determines that the Business Associate or its subcontractors or agents has breached a material term of this Addendum. Covered Entity will provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within 30 days of the date of such notice. If Business Associate or its subcontractors or agents fail to timely cure the breach, as determined by Covered Entity in its sole discretion, Covered Entity may terminate the Agreement. Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Addendum
- <u>Effect of Termination</u>. Upon termination of this Addendum for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Addendum to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

### Miscellaneous.

<u>Indemnification</u>. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, costs related to mitigation and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Addendum. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity. The foregoing indemnification obligation is conditioned on Business Associate having sole control over the defense and settlement of any claim that is subject to indemnification under this Agreement, provided that Covered Entity has approved in writing in advance, which shall not be unreasonably denied, (a) the counsel selected by Business Associate to defend such claim and (b) the settlement of any such claim.

Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Addendum, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

- <u>Mitigation</u>. If Business Associate violates this Addendum or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
- <u>Rights of Proprietary Information</u>. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- <u>Survival</u>. The respective rights and obligations of Business Associate under Section D of this Addendum shall survive the termination of this Addendum.
- <u>Notices</u>. Any notices pertaining to this Addendum shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Attn: Administration

If to Business Associate:

Attn: CEO

<u>Amendments</u>. This Addendum may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Addendum from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

- <u>Choice of Law</u>. This Addendum and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Illinois, without regard to applicable conflict of laws principles.
- Assignment of Rights and Delegation of Duties. This Addendum is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- Nature of Addendum. Nothing in this Addendum shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
- <u>No Waiver</u>. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Addendum may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
- <u>Severability</u>. The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- <u>No Third Party Beneficiaries</u>. Nothing in this Addendum shall be considered or construed as conferring any right or benefit on a person not party to this Addendum nor imposing any obligations on either Party hereto to persons not a party to this Addendum.

- <u>Headings</u>. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Addendum are inserted for convenience only, do not constitute a part of this Addendum and shall not affect in any way the meaning or interpretation of this Addendum.
- Entire Addendum. This Addendum, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Addendum is in effect, constitutes the entire Addendum between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, Addendums, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Addendum in any provisions of the Exhibits, Riders, or amendments, the provisions of this Addendum shall control.

- <u>Interpretation</u>. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Addendum shall prevail over the provisions of any other Addendum that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Addendum or the HIPAA Rules.
- <u>Regulatory References</u>. A citation in this Addendum to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

# **BUSINESS ASSOCIATE**

By: \_\_\_\_\_\_(Authorized Signature) \_\_\_\_\_

Name: \_\_\_\_\_

(Type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **COVERED ENTITY**

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_

Name: \_\_\_\_\_\_\_\_(Type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Associate Agreement 2010 Master (4.27.2010)

# Agenda Item #8S

Affiliation Agreement with Sikorski Clinic – Electronic Medical Records

## Agenda Item #8S

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

RE: Affiliation Agreement with Sikorski Chiropractic – Electronic Medical Records

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

This affiliation agreement is for the Electronic the Medical Records Program at Lincoln Trail College.

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

TLB/rs

Attachment

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

# AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>13</u> day of <u>May</u>, 2013, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) Program (hereinafter referred to as LTC) and <u>Sikorski Chiropractic Clinic</u>, <u>Robinson</u>, <u>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 practice by students of the EMR Program for the COLLEGE and

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

- 1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of LTC'S EMR 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 EMR practice, and will be available to the EMR students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR 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 EMR students during their experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the

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

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

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

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

- 6. The faculty of LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
- 7. LTC will provide orientation of the educational program for the AGENCY staff.
- 8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. EMR Faculty and EMR students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AGENCY

# LINCOLN TRAIL COLLEGE

Medical Services Director

Electronic Medical Records Member

Faculty

Agency Administrator

College Dean

College President

Chairman, Board of Trustees Illinois Eastern Community Colleges
Agenda Item #8T

Leases

## Agenda Item #8T

## MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2013

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, 2014. Monthly rent of \$1,200.00 is increased to \$1,250.00. Board of Trustee 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 to June 30, 2014, at the current monthly rental of \$1,500.00. **Board of Trustee 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, 2014 at a 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 \$800 per month. The lease is hereby extended to June 30, 2014 at a monthly rental rate of \$800. **Board of Trustee 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/FCC Foundation Hall Lease Lease by IECC/FCC of a building commonly known as Foundation Hall owned by Frontier Community College Foundation and located adjacent to the campus of Frontier Community College. Lease began July 1, 2008 and expires on June 30, 2012. The lease should be extended to June 30, 2015. In lieu of rent, IECC agrees to provide maintenance to the building's interior and exterior, provide janitorial services, telephone, insurance, and utility services.
- 9. IECC/FCC/and Frontier Community College Foundation Extension Building Sublease The Frontier Community College Foundation conveyed a building located at 2-B Frontier Drive, Fairfield, IL, commonly known as the Extension Building utilized by University of Illinois Board Of Trustees. By agreement between the District and the Foundation, in lieu of payment for the building, the District agreed to convey any rent received to the Foundation. This agreement is proposed to be extended to June 30, 2015.
- 10. 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, 2012, and should extended to June 30, 2015, without change in the terms of the lease.
- 11. 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. **Board of Trustee Action is Required.**
- 12. 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.
- 13. LWIA 23 Lease with Lake Land College As fiscal agent and grant recipient for Local Workforce Investment Area 23, 932 square feet is rented from Lake Land College at a building located at 305 Richmond Avenue East, Mattoon, IL 61938. The lease began July 1, 2012 and ends June 30, 2014, at a quarterly payment of \$6,052.16. The lease will be extended for one year from July 1, 2013 through June 30, 2014 at the current lease amount. Lease payments are paid with LWIA funds. **Board of Trustees Action is Required.**
- 14. LWIA 23 Lease with Illinois Department of Central Management Services (CMS) As fiscal agent and grant recipient for Local Workforce Investment Area 23, 820 square feet is rented from CMS at an office building located at 2311 Hoffman Drive, Effingham, IL at a monthly rate of \$1,018.16. The lease would be extended from July 1, 2013 through June 30, 2014 at the existing monthly lease amount. Lease payments are paid with LWIA funds. **Board of Trustees Action is Required.**

15. LWIA 23 Lease with Kaskaskia College – As fiscal agent and grant recipient for Local Workforce Investment Area 23, space totaling 38 square feet plus common area is rented from Kaskaskia College at office buildings located at Centralia, Illinois at a monthly rate of \$464.59. The lease began on July 1, 2012 and ends on June 30, 2014. Lease payments are paid with LWIA funds.

TLB/rs

## AMENDMENT TO LEASE AGREEMENT OCC Cosmetology Lease

This Amendment to Lease Agreement is entered into this 21st day of June 2011, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community Colleges, District #529 (Lessee).

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

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

Whereas, the paragraph dealing with <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 extend the current Lease Agreement through June 30, 2014 and Lessor is agreeable with such an extension.
- 1. The Lessee agrees to pay to Lessor the sum of One Thousand Two Hundred Dollars (\$1,250.00) on or before the  $30^{\text{th}}$  of each month.
- 2. The parties hereto agree that in all other respects, paragraphs 2 through 22 shall remain in full force and effect.

Tom Fehrenbacher, Lessor

Chairman Board of Trustees Illinois Eastern Community College District #529

ATTEST:

Secretary Board of Trustees Illinois Eastern Community College District #529

#### LEASE 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, 2014. The rental of

\$1,500.00 per month will be payable on the first day of each month from July 1, 2013 to

June 30, 2014.

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

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

B) If less than the totality is taken pursuant to the power of eminent domain and in the

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

A) College shall conduct and cause to be conducted, all operations and activity (except for

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

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

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

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

Where necessary or appropriate the masculine, feminine or neuter shall be interchangeable, and the singular shall include the plural or vice-versa.

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

Tommie D. Fehrenbacher, Lessee

Board Chairman Illinois Eastern Community Colleges

## FACILITIES LICENSE AGREEMENT

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

## WITNESSETH:

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

1. Use of the Premises. Subject to the terms and conditions contained herein, Licensor does hereby grant to Licensee a license to use the following described property (the "Premises"): the "mining portion" (as identified by Licensor) of the Licensor's training center located at 8955 County Highway 12, Venedy, IL 62214, including the parking facilities adjacent thereto.

2. **Term of License**. The term of this License shall continue from month to month until terminated as hereinafter provided. Either party may at any time terminate this License without penalty, upon 30 days advance written notice to the other party.

3. **Consideration.** In consideration of the use of the Premises, Licensee agrees to abide and cause its invitees and guests to abide by all safety rules, rules of conduct, parking and traffic rules, as well as any rules, codes, and standards of conduct of Licensee and to comply with all federal state and local laws.

4. **Insurance.** Licensee shall provide:

(a) Comprehensive commercial general liability and public liability insurance including premises liability with minimum limits of \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage.

(b) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis. Workers compensation coverage in the amounts and with limits as required by applicable law.

(c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(d) All policies shall name Licensor as an additional insured on a primary, non-contributory basis.

5. Condition of the Premises. Licensee acknowledges that the Premises are leased "as is", "where is" and Licensor shall have no obligations or liability with respect to the condition of the Premises

6. **Indemnity.** Licensee shall indemnify Licensor against and hold, it and its parent company and Premises Owners, and each of their employees, officers, directors, members, representatives, and agents harmless from any and all loss or liability arising by reason of any use or condition of the Premises of any part thereof by Licensee, its guests, invitees, employees and representatives during the License term.

7. Alterations, Repairs and Maintenance. Licensor shall, from time to time and at any time and without liability to Licensee, have right to change, repair, or maintain the Premises and Licensee recognizes that such changes, repairs and maintenance may cause interruption to the use of the designated portion of the Premises.

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

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

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

-

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

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

PRAIRIE STATE GENERATING COMPANY, LLC	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
By:	By:
Title:	Title:
Date:	Date:

#### LEASE AGREEMENT

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

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

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

310-314 West Third Street in the City of Mt. Carmel, Wabash County, Illinois to be used by District as an instructional area primarily for teaching and other activities that are required for the successful operation of instructional programs for a term commencing July 25, 2009 and terminating July 25, 2014. The final payment, due July 25, 2014, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments. District is hereby given the option of purchasing the above referenced premises for an additional one dollar (\$1.00) to be paid with the final payment. The rental of \$5,091.86 per month will be payable on the 25th day of each month from July 25, 2009 to July 25, 2014.

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

- 2. District hereby takes the lease to the said premises and agrees to pay the rent Provided.
- 3. District covenants with Foundation that at the expiration of the term of this lease, or renewal hereof, District will yield up the premises to Foundation without further notice in as good condition as when same were entered upon by District, reasonable wear and tear and damage by fire and inevitable accident excepted.
- 4. District will arrange for and pay for all deposits and use for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.
- 5. During the term hereof, or renewal hereof, if any, District will at its expense maintain the exterior or outside and structural portion of the building and the major plumbing. During the term of this lease and any renewal hereof, District will, at 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, 00.00 for property for occurrence on the demised premises. District shall also provide and pay fire, wind damage and full coverage property insurance; and name the Foundation as an other insured.

Foundation shall not be liable to the District or any other person for any injury, or damage to personal property to any kind that may be on the demised premises or in the building and improvements herein leased to District. Personal property herein referred to shall include, District's fixtures, furniture and equipment, even though the same may be attached or affixed to the building herein leased to District. 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 abovedescribed premises unless at the time of such encumbrances, sale or disposal, the District is not in default in payment of rent hereunder.
- 18. Foundation covenants that District, on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.
- 18. Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at any time by delivery to the other party in writing a change of address delivered to the last stated address of the party.
- 19. A) If the totality of the premises leased under this Lease is taken by public domain pursuant to the power of eminent domain, this Lease shall terminate as of the date possession is taken by the public authority.

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

20. A) District shall conduct and cause to be conducted, all operations and activity (except for conduct, operations and activity of Foundation or its agents) at the premises in compliance with, and shall in all other respects applicable to the premises comply with all

applicable federal, state and municipal 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.

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.

21. 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.

22. Where necessary or appropriate the masculine, feminine or neuter shall be interchangeable, and the singular shall include the plural or vice-versa.

In witness whereof, the parties hereto have executed their signatures.

Wabash Valley College Foundation	Date
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Board ChairmanDateIllinois 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 Tommie D. Fehrenbacher of 1401 Whittle Ave., P.O. Box 539 Olney, Illinois hereinafter called "Landlord" and Illinois Eastern Community Colleges, hereinafter called "Tenant."

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

- 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, 2014 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 o Tenant hereunder and shall be subject and Subordinate to all the rights, title and interest of the Landlord in and to said premises and building.

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

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

Illinois Eastern Community Colleges

By	 	 	
Title			

Date		

Date

Tommie D. Fehrenbacher

#### 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 two (2) years starting July 1, 2010 to June 30, 2012 at a lease amount of \$800.00 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 prorated 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, 2014 at a monthly rent of \$800.

TERMINATION: Lessee hereby notifies Lessor of intent to terminate this lease June 30, 2014.

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 \_\_\_\_\_, 2013.

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

Mayor

Board Chairman

\_\_\_\_ ATTEST: \_\_\_\_\_ City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY:

BY:

\_\_\_\_ ATTEST: \_\_\_

Board Secretary

## Exhibit "A"

# Current Equipment

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

# Equipment to be Purchased

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

## LEASE

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Foundation Hall, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College from July 1, 2010 through June 30, 2012.

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

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

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

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

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

President

Board Chairman Illinois Eastern Community College District #529

Frontier Community College Foundation

Adopted this 15<sup>th</sup> day of June 2010

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010

### LEASE

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

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

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

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

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

Adopted this 15<sup>th</sup> day of June 2010 and extended to June 30, 2012.

Board Chairman Illinois Eastern Community College District #529

ATTEST: \_\_\_\_\_

Board Secretary

## 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 two years, commencing on July 1, 2010 through June 30, 2012.

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

President Wabash Valley College Foundation Chairman Board of Trustees Illinois Eastern Community College District #529

ATTEST:

Secretary Board of Trustees Illinois Eastern Community College District #529

## Lease 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.
- 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.
- 3. 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 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence South 29° 00' East a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 500 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. Taxes: 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. <u>Repairs and Destruction of Improvements:</u> 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 SS. COUNTY OF WABASH The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 2013, by Ron E. Peach. Notary Public ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 By \_ Its Chairman ATTEST: lts Secretary "LESSEE" STATE OF ILLINOIS SS. COUNTY OF RICHLAND

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

Given under my hand and notarial seal this \_\_\_\_\_day of \_\_\_\_\_, A.D. 2013.

Notary Public

## LEASE

This agreement is made this 18thday 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. <u>Renewal and Termination</u>: 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. <u>Rental</u>: 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.

3. <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.

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

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

LESSOR: ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

By:\_\_\_\_\_

IECC Board Chairman

ATTEST:

IECC Board Secretary

LESSEE: CITY OF OLNEY, ILLINOIS

City of Olney Mayor

By:\_\_\_\_\_

ATTEST:

City of Olney Clerk

## **Facility Lease Agreement**

This lease, made this <u>19<sup>th</sup> Day of</u> <u>June</u>, 2012, in Mattoon, Illinois, by and between Lake Land College of Mattoon, Illinois, hereinafter referred to as Lessor, and Illinois Eastern Community College, hereinafter referred to as Lessee.

### WITNESSETH:

1. Lessor hereby leases to the Lessee space in the described attached office buildings at 305 Richmond Avenue East, Mattoon, Illinois 61938. The area consists of approximately 932 square feet.

The term of this Lease to be one (1) year, commencing 1 July 2012 and ending 30 June 2013. Lessee may be allowed to terminate for lack of federal funding.

2. Lessee agrees to use and occupy the premises for the purpose of operating a Workforce Investment Act and Trade Adjustment Assistance.

3. Lessee agrees to pay to Lessor as rent for the premises the sum of \$6,052.16 per quarter, payable on the first day of every quarter of the term herein, the time of each such rental payment being of the essence of this agreement. Payment of rent is to be made to 5001 Lake Land Boulevard, Mattoon, Illinois 61938 or at such other place as Lessor may from time to time direct.

4. All cost of maintaining of the interior of the office building, including the furnace, air conditioner, plumbing and light fixtures shall be paid by the Lessor.

5. Lessor shall be responsible for janitorial service, trash removal, and snow removal.

6. Lessor shall be responsible for utilities, including gas, electricity, water and sewer.

7. All expense of maintenance of the exterior of the building, including lawn care, shall be the responsibility of the Lessor.

8. Lessee accepts "premises" with their appurtenances and fixtures in their present condition, and, upon termination of its Lease, will surrender the "premises" in as good order and condition, as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty accepted.

9. Should a substantial portion of the leased premises, or of the property of which it is a part, be substantially damaged by fire or other casualty or be taken by eminent domain, the Lessor, may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

(a) the Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) the Lessor fails to restore the leased premises to the condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The Lessor reserves, and the Lessee grants to Lessor, all rights which the Lessee may have for damages or injury to the leased premises for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

10. Lessee agrees not to assign this Lease nor sublet the "premises" or any part thereof without the prior written consent of the Lessor, which consent may be granted or withheld in Lessor's absolute discretion. The ban as to subleasing the subject "premises" does not apply to the sublease to the Lessor by the Lessee attached hereto and incorporated herein by reference and dated that same date herein. Subletting or assignment of this lease by Lessee shall not release Lessee from any part of his obligations under this Lease and acceptance of an assignment of this Lease, or sublease of the "premises", by any person, shall be construed as a promise on the part of such assignee or Sub-Lessor to be bound by and perform all of the agreements of Lessee herein contained.

11. Lessee agrees not to make any contract for the construction, repair, or improvement of, or, to, the "premises", or any part thereof, or for any work to be done or materials furnished on or to the "premises", or any part thereof, without the prior written consent of Lessor, and without providing in such contract or agreement that no lien of mechanics or materialman shall be created or shall arise against the leased "premises", building, or improvements at any time located on said "premises".

12. This Lease may be terminated by either party at their election in the event of the breach by the other party of any of the agreements herein contained, unless said breaching party cures such breach within thirty (30) days of notice thereof from the other, except that Lessor may terminate this Lease for non-payment of rent on thirty (30) days written notice to Lessee.

13. A waiver by Lessor of any one instance of default by Lessee in the performance of any provision of its Lease shall not be construed as a waiver of any other prior or subsequent default, nor a relinquishment by Lessor of Lessor's right hereunder to have Lessee perform this Lease in strict accordance with its provisions, time being of the essence of this Lease. Without limiting the foregoing, the acceptance of rent after it falls due, or after knowledge of any breach hereof by Lesser, whether required by law or not, shall not constitute, nor be construed as, a waiver by Lessor of any right or remedy arising out of any prior or subsequent default by Lessee, nor a waiver of Lessor's right to insist on Lessee's performance of all of his obligations hereunder in strict accordance of the provisions of this Lease.

14. The rights and remedies of the Parties under this Lease are not exclusive, but shall be cumulative, and to exercise of any right or remedy by a Party shall not prevent the exercise of any other right or remedy by the Party, whether provided for by this Lease or by law.

15. All of the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, and permitted successors and assigns pursuant to paragraph 14 above, of the respective Parties hereto.

16. This Lease shall be executed in duplicate, each such executed copy to be considered an original.

17. Lessee agrees, at the expiration, or earlier termination, of this Lease, and without notice or demand, to give peaceable possession of the premises to Lessor.

18. In the event of default by either party, in the terms of this Lease, the defaulting party shall pay the other parties reasonable attorney fees and Court costs necessarily incurred for enforcement of the terms of the Lease.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Lake Land College	Illinois Eastern Community College		
Print Authorized Agent of Lessor	Print Authorized Agent of Lessee		
Title	Title		
Signature	Signature		

## INTERGOVERNMENTAL AGREEMENT for UTILIZATION OF LEASED SPACE

## ESLO<u>\*\*44\*\*</u>

## Lease No. <u>4644</u>

## (Street Address) 2311 Hoffman Drive

(City, State) \_\_\_\_\_ Effingham IL

The Illinois Department of Employment Security (IDES) with the approval of the Illinois Department of Central Management Services (CMS), makes this Agreement with Illinois Eastern Community Colleges to utilize approximately <u>820</u> square feet of office space at the leasehold located at <u>2311 Hoffman Drive</u> in the City of <u>Effingham</u>, County of <u>Effingham</u>, State of <u>Illinois</u>.

1. **Premises**:<u>6220</u> square feet of office space.

2. **Term:** The term of this Agreement shall be from July 1, 2012 to(a) June 30, 2013 or (b) as long as the Department of Employment Security's leasehold under Lease No. <u>4644</u> is in force.

3. **Renewal/Termination:** The parties may renew or terminate this Agreement by giving <u>60</u> days written notice to the other of its intention to exercise this option, with notice to and approval by the Department of Central Management Services and subject to the terms of Lease No. <u>4644</u>.

4. **Notices:** All notices shall be addressed as follows:

**CMS Director** ATTN: Real Estate Division 721 Stratton Office Building Springfield, Illinois 62706 **IDES Director** ATTN: Manager/Property Services Subdivision 33 South State - 10th Floor Chicago, Illinois 60605

## PARTNER ATTN: Illinois Eastern Community Colleges <u>Attn: Terry Bruce</u> <u>80 Broadway Avenue</u> <u>Mattoon, IL 61938</u>

5. **Use of Premises:** <u>Illinois Eastern Community Colleges</u> agrees to use the premises as office space for the conduct of their statutory duties, responsibilities and obligations under Lease No. <u>4644</u> and IDES agrees to <u>Local Workforce Investment 23 Board's</u> right to quiet enjoyment.

6. **Alterations:** <u>Illinois Eastern Community Colleges</u> shall not make any alterations or additions to the premises without the permission of IDES, Lessor and CMS. Permission will not be unreasonably withheld. The costs (direct and indirect) of such modification to the premises shall be borne solely by <u>Illinois Eastern Community Colleges</u> which shall be paid directly to the Lessor or its designee. By signing this document, Lessor, its assigns and/or successors agrees that it will look only to <u>Illinois Eastern Community Colleges</u> for payment(s) of these charges. If such alteration or addition is terminated by <u>Illinois Eastern Community Colleges</u> prior to completion, it further agrees to reimburse IDES, at IDES discretion, for any and all costs, direct and indirect, associated with the restoration of such premises to the condition and configuration as existed prior to the execution of this Agreement.

7. **Operation and Programs:** The parties agree that each parties program and operation are to function as completely separate entities with no overlap of authority or duties other than operational agreements agreed to by local parties.

## 8. **Space Payment Provision:**

As consideration of occupancy <u>Illinois Eastern Community Colleges</u> agrees as follows:

For the period of <u>July 1, 2012</u> to <u>June 30, 20</u>13 the <u>Illinois Eastern Community Colleges</u> is to compensate the Illinois Department of Employment Security in a manner that is consistent with the Office of Management and Budget Circular A-87. This compensation shall be at the rate of

<u>\$ 1018.16</u> per month for general use.

9. Use of Premises: At all times, the use of these premises is subject to the rights and obligations of Lessee under Lease No. <u>4644</u>.

10. **Indemnification:** To the extent permitted by law, <u>Illinois Eastern Community Colleges</u> hereby assumes all risk of loss and agrees to indemnify and hold harmless IDES, its officers, agents and employees from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, witness fees and other incidental expenses) for the death of or injury to any person (including but not limited to officers, employees and agents of the parties) and for loss of or destruction of or damage to property (including but not limited to property of the parties) if such death, injury, or destruction or damages arises out of <u>Illinois Eastern Community Colleges</u> activities or activities of its officers, employees, or agents in furtherance of their duties as such or otherwise, unless such death, injury, loss, destruction or damage shall be due solely to IDES' negligence.

11. **Disclosure**: <u>Illinois Eastern Community Colleges</u> will not utilize the services of a subgrantee to fulfill any of its obligations while using the IDES premises under this agreement unless written authorization is given by IDES and CMS.

12. **Confidentiality:** In the context of this Agreement <u>Illinois Eastern Community Colleges</u> will or may have access to documents, files, records or other information that is confidential within the meaning of Section 1900 of the Unemployment Insurance Act (820 ILCS 405/1900) and agrees to comply with all provisions set forth in that Section regarding nondisclosure of any such information, including penalties for non-compliance. Failure to comply with Section 1900 at all times during the period of this Agreement shall be grounds for immediate cancellation.

<b>Department of Employment Security</b> Jillian VanZandt, Southern Region Manager		IECC Terry Bruce, CEO
By:		By:
Title:		Title:
Date:		Date:
Department of Central Manageme		only if alterations
By:	By:	
Title:	Title:	
Date:	Date:	

**APPROVED as LEGAL FORM:** 

## LEASE AGREEMENT

This Lease is made between Kaskaskia Community College, District #501, Centralia, IL, hereinafter referred to as "Lessor" and Illinois Eastern Community College District #529, hereinafter referred to as "Lessee".

### WITNESSETH:

The parties, for and in consideration of the rents and covenants contained herein, agree that Lessor hereby leases unto Lessee the premises more particularly described on Schedule A, which includes 38 square feet, upon the following terms and conditions. Lessee will also be entitled to the use of facility as outlined in other agreements in connection with the use of the above facility:

1. RENTAL. Lessee agrees to pay a monthly rental of \$464.58 payable in monthly installments, payable in advance, with the first installment of the monthly rent due July 1, 2012, and payable at such place as Lessor may designate. This rental amount is in addition to any other amounts that are being made to other entities in connection with the use of the above facility.

2. TERM and TERMINATION BASED ON FUNDING. The Lease term shall be for a period of five (5) years, beginning on July 1, 2012 and ending on June 30, 2014. In the event that Lessee is not allocated adequate funding to continue the lease arrangement, Lessee may terminate the lease by giving Lessor sixty (60) days written notice of its intent to end the Lease. At the end of the original lease term, the parties may extend the Lease upon mutual written agreement.

3. GENERAL CONDITIONS. Lessee agrees to accept full responsibility for and liability for any and all damages to the premises, which result from the negligence or willful conduct of Lessee, Lessee's employees, Lessee's agents, or Lessee's invitees. This section does not pertain to normal wear and tear.

4. CARE AND REPAIR OF PREMISES. Lessee shall commit no act of waste and shall take care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the Federal, State, and municipal governments. Lessee shall not dispose of nor store upon the premises any hazardous waste nor do any act which might make the premises subject to any environment disclosure law. Improvements made by Lessee to the premises which were so attached to the premises that they cannot be removed without material injury to the premises shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinet work, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements and surrender the

premises in as good a condition as they were at the beginning of the term, reasonable wear, and tear excepted.

5. ALTERATIONS, ADDITIONS, OR IMPROVEMENTS. Lessee shall not make or cause any alterations, additions, or improvements in to on or about the premises without Lessor's prior written consent, which consent shall not be unreasonably withheld.

6. MAINTENANCE BY LESSOR. Lessor shall at all times maintain the building and premises and Lessee agrees to promptly notify Lessor of any maintenance needs that arise.

7. LIABILITY INSURANCE. The Lessee shall at its sole cost and expense, but for the mutual benefit of the Lessor and Lessee maintain general public liability insurance, such insurance to afford protection to the limit of not less than \$1,000,000 with respect to injury or death of a single person, to the limit of not less than \$1,000,000 with respect to any one accident, and to not less than \$100,000 with respect to property damage, with Lessor specifically provided as an additional insured under such policy or policies of insurance. All policies of insurance, to the extent obtainable, shall provide that any coverage afforded to Lessor shall continue notwithstanding any act or negligence of the Lessee which might otherwise result in a forfeiture of said insurance. Lessee shall provide Lessor shall be provided 30 days notice by the insurance carrier before any such insurance may be cancelled. All insurance shall be carried by companies licensed to do business in the State of Illinois.

8. INDEMNIFICATION BY LESSOR. Lessor agrees to indemnify and hold Lessee harmless against any and all liability, damages, claims, costs and expenses in any manner whatsoever arising from Lessor's duties and obligations hereunder as to the leased premises insofar only as to the same arising from the negligent or intentional acts of Lessor or Lessor's agents.

9. INDEMNIFICATION BY LESSEE. The Lessee agrees to indemnify and hold Lessor harmless against any and all liability, damages, claims, costs and expenses in any matter whatsoever arising from the Lessee's use or possession of the premises, insofar only as to the same arising from the claimed or asserted negligent or intentional acts of Lessee, Lessee's agents, employees, or invitees.

10. RIGHT TO INSPECT AND REPAIR. Lessor may, but shall not be obligated to, enter the premises at any reasonable time, for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of Lessor's exercise of access rights granted in this paragraph, nor by reason of repairs, maintenance or improvements

except as may by law exist for negligent or willful acts occasioning damages to Lessee or Lessee's property.

11. UTILITIES. Lessor covenants and agrees to pay all water, sewer, trash collection, gas, telephone, electric and cable television utility bills for services provided to the leased premises.

12. PROPERTY INSURANCE. Lessee shall be responsible to insure its own property located within the premises.

13. PARKING LOT. Lessor shall maintain the parking area sufficient for Lessee's use. Lessor covenants that it owns the parking lot accompanying the building. The use and occupation by the Lessee of the leased premises shall include the use in common with others entitled thereto of the common areas, parking areas, entrances, alley ways, driveways, and other facilities as may be designated from time to time by Lessor, subject, however, to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor.

14. SIGNAGE. Lessor will erect signs on the building indicating the occupancy and use of the premises. Lessor must approve the weight, size and location of any additional signs on the exterior or interior of the building prior to their installation.

15. ASSIGNMENT. Lessor has the full right to assign this Lease at Lessor's discretion provided that no such assignment shall be binding upon the Lessee until Lessor has provided Lessee with written notice of such assignment.

16. LESSEE'S DEFAULT. In the event Lessee fails to pay the rental herein, and after Lessor's written notice of such default to Lessee which is not cured within 21 days of such notice, Lessor, at his election, may terminate this Lease. In the event that Lessor notifies Lessee of its failure to perform any other obligation under this lease, and within 45 days of the date of such notice Lessee fails to cure, Lessor may, at his election, terminate this lease. In the event of default, Lessor has the Right to reenter the premises which shall be in addition to Lessor's right to recover all past due rent and all future due rent for the remaining term of this lease.

17. LESSOR'S DEFAULT. In the event that Lessor defaults in any of its obligations under this Lease, and after 60 days written notice given to Lessor by Lessee stating the default and demanding correction of the default (the period of cure), Lessee may, at its election, terminate the lease and vacate the premises, or sue Lessor or bring an action against Lessor for the failed performance of the conditions leading to the default.

18. AMENDMENTS. The parties to this Lease may amend this Lease in writing so long as the writing which amends this Lease is signed by all parties to this Lease.

19. LAW. This Lease is entered into under and shall be construed in accordance with the laws of the State of Illinois. The parties agree that proper venue lies in Marion County, Illinois.

20. APPLICABILITY TO HEIRS AND ASSIGNS. The provisions of this lease shall apply to, bind, and insure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this lease means only the owner or mortgagee in possession of the premises, the Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder accruing after the effective conveyance concluding such sale or the legally effective conveyance concluding such sale or the legally effective by a mortgagee.

21. TAXES ON PROPERTY. Lessor shall be responsible for and shall pay all taxes assessed during the term of this lease against the Leasehold.

22. DESTRUCTION OF THE LEASED PREMISES. If the leased premise shall be damaged by fire, the elements, unavoidable accident or other casualty, in whole or in part, lease payments shall be suspended until the premises can be returned to satisfactory condition within a reasonable time period which shall be defined as no less than 180 days.

23. ENTIRE AGREEMENT. This lease expresses the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior agreements, oral or written. No amendment, modification or supplement hereto shall be valid unless in writing and signed by the parties.

24. LESSOR'S COVENANT. Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this Lease.

25. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been properly given if mailed by certified mail, postage pre-paid, addressed as follows for to such other addresses as the parties may specify due notice to others.

LESSOR: Vice President of Administrative Services Kaskaskia College 27210 College Road Centralia, IL 62801 LESSEE: Illinois Eastern Community College District #529 233 East Chestnut Olney IL 62450

By the signatures below, both parties agree to the foregoing terms and conditions and certify that that the individuals signing on behalf of the parties have the full authority to enter into this Agreement on behalf of their respective organizations.

Kaskaskia Community College District #501	Illinois Eastern Community College District #529
Print Authorized Agent of Lessor	Print Authorized Agent of Lessee
Title	Title
Signature	Signature

## **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, 2013

FUND	BALANCE
Educational	\$5,103,204.55
Operations & Maintenance	\$837,742.73
Operations & Maintenance (Restricted)	\$2,369,276.65
Bond & Interest	\$351,683.71
Auxiliary	\$668,459.02
Restricted Purposes	(\$212,757.72)
Working Cash	\$201,655.74
Trust & Agency	\$385,609.94
Audit	(\$8,228.48)
Liability, Protection & Settlement	\$351,635.42
TOTAL ALL FUNDS	\$10,048,281.56

Respectfully submitted,

Roger Browning, Treasurer

#### ILLINOIS EASTERN COMMUNITY COLLEGES Combined Balance Sheet - All Funds May 31, 2013

#### ALL FUNDS

	Fiscal
	Year
	2013
ASSETS:	
CASH	10,048,282
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	21,590,000
RECEIVABLES	4,116,749
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	624,458
OTHER ASSETS	466,102
TOTAL ASSETS AND OTHER DEBITS:	36,879,991
LIABILITIES: PAYROLL DEDUCTIONS PAYABLE ACCOUNTS PAYABLE ACCRUED EXPENSES INTERFUND PAYABLES DEFERRED REVENUE OTHER LIABILITIES	212,201 77,714 - - 3,352,942 1,007,513
TOTAL LIABILITIES:	4,650,370
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,099,351
OTHER RESTRICTED	249,930
FUND BALANCES:	
FUND BALANCE	25,578,730
RESERVE FOR ENCUMBRANCES	3,301,610
TOTAL EQUITY AND OTHER CREDITS	32,229,621
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	36,879,991

#### ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets As of May 31, 2013

ALL FUNDS

	FY 2013		
	YEAR-TO-DATE		
REVENUES:			
LOCAL GOVT SOURCES	10,965,202		
STATE GOVT SOURCES	7,739,836		
STUDENT TUITION & FEES	13,564,234		
SALES & SERVICE FEES	3,050,664		
FACILITIES REVENUE	3,230		
INVESTMENT REVENUE	150,150		
OTHER REVENUES	224,241		
TOTAL REVENUES:	35,697,557		
EXPENDITURES:			
INSTRUCTION	11,618,976		
ACADEMIC SUPPORT	432,206		
STUDENT SERVICES	1,261,648		
PUBLIC SERV/CONT ED	62,187		
OPER & MAINT PLANT	2,718,601		
INSTITUTIONAL SUPPORT	7,837,482		
SCH/STUDENT GRNT/WAIVERS	6,547,646		
AUXILIARY SERVICES	4,250,050		
TOTAL EXPENDITURES:	34,728,796		
TRANSFERS AMONG FUNDS:			
INTERFUND TRANSFERS			
TOTAL TRANSFERS AMONG FUNDS:			

NET INCREASE/DECREASE IN NET ASSETS 968,761
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#### Illinois Eastern Community Colleges Operating Fund Analysis CASH BASIS July 1, 2012 -- May 31, 2013

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,634,879	1,129,016	3,763,895
State Government Sources - Current Year	4,746,461	1,852,630	6,599,091
State Government Sources - Prior Year	5,887,205	-	5,887,205
Net Tuition and Fees	6,510,420	-	6,510,420
Sales & Service Fees	45,999	-	45,999
Facilities Revenue	-	2,370	2,370
Investment Revenue	73,704	16,907	90,611
Other Revenues	177,131	1,450	178,581
TOTAL REVENUES:	20,075,799	3,002,373	23,078,172

#### EXPENDITURES:

Salaries	13,871,640	747,574	14,619,214
Employee Benefits	1,855,040	155,647	2,010,687
Contractual Services	541,063	301,401	842,464
Materials	1,262,121	203,533	1,465,654
Travel & Staff Development	270,040	7,730	277,770
Fixed Charges	137,690	51,220	188,910
Utilities	79,537	933,074	1,012,611
Capital Outlay	336,851	252,315	589,166
Other	137,069	45	137,114
TOTAL EXPENDITURES:	18,491,051	2,652,539	21,143,590
TRANSFERS :			
Interfund Transfers	(1,153,635)		(1,153,635)
TOTAL TRANSFERS:	(1,153,635)	-	(1,153,635)
NET INCREASE/DECREASE IN NET ASSETS	431,113	349,834	780,947

#### OPERATING FUNDS COMPARISON REPORT FY11-13

		-	CAL YEAR 201	1	-	CAL YEAR 201	2	-	CAL YEAR 201	3	
College	Category	Estimated Budget	Spent Thru May	% of Bdgt	Estimated Budget	Spent Thru May	% of Bdgt	Estimated Budget	Spent Thru May	% of Bdat	% of Year
	6,	5	,		0	,	5		,		
Frontier	Bills		\$ 1,611,585			\$ 1,775,818			\$ 1,670,866		
	Payroll	• • • • • • • • •	1,891,726		• • - • - • • •	1,901,413		• • • • • • • • •	1,935,955		
	Totals	\$ 4,352,051	3,503,311	80%	\$ 4,547,043	3,677,231	81%	\$ 4,312,683	3,606,821	84%	92%
Lincoln Trail	Bills		1,328,737			1,730,654			1,666,395		
	Payroll		2,074,938			2,273,106	i		2,227,728		
	Totals	\$ 4,436,027	3,403,675	77%	\$ 4,666,700	4,003,760	86%	\$ 4,498,201	3,894,123	87%	92%
Olney Central	Bills		1,898,482			1,888,051			2,105,199		
	Payroll		4,309,326			4,483,437			4,490,584		
	Totals	\$ 7,257,531	6,207,808	86%	\$ 7,434,923	6,371,488	86%	\$ 7,396,633	6,595,783	89%	92%
Wabash Valley	Bills		1,993,865			2,128,293			2,391,117		
,	Payroll		2,772,847			2,960,312			2,856,983		
	Totals	\$ 5,907,806	4,766,712	81%	\$ 6,265,655	5,088,605	81%	\$ 6,083,520	5,248,100	86%	92%
Workforce Educ.	Bills		2,994,649			3,248,616	i		3,192,658		
	Payroll		1,544,056			1,565,444			1,486,214		
	Totals	\$ 4,731,642	4,538,705	96%	\$ 5,377,687	4,814,060	90%	\$ 5,297,022	4,678,872	88%	92%
District Office	Bills		212,904			216,447			239,682		
	Payroll		775,985			818,708	i		846,446		
	Totals	\$ 1,168,424	988,889	85%	\$ 1,285,431	1,035,155	81%	\$ 1,266,150	1,086,128	86%	92%
District Wide	Bills		1,283,792			2,033,132			1,754,157		
	Payroll		685,993			751,007			775,304		
	Totals	\$ 2,538,417	1,969,785	78%	\$ 3,100,118	2,784,139	90%	\$ 3,329,156	2,529,461	76%	92%
GRAND TOTALS		\$30,391,898	\$ 25,378,885	84%	\$32,677,557	\$ 27,774,438	85%	\$32,183,365	\$27,639,288	86%	92%

## ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report May 31, 2013

	FY 2013		FY 20	FY 2012		
	Amount	% of Total	Amount	% of Total		
Salaries	14,619,214	52.89%	14,753,427	53.12%	(134,213)	
Employee Benefits	2,010,687	7.27%	1,972,714	7.10%	37,973	
Contractual Services	842,464	3.05%	638,646	2.30%	203,818	
Materials	1,465,654	5.30%	1,658,748	5.97%	(193,094)	
Travel & Staff Development	277,770	1.00%	230,799	0.83%	46,971	
Fixed Charges	188,910	0.68%	383,555	1.38%	(194,645)	
Utilities	1,012,611	3.66%	975,939	3.51%	36,672	
Capital Outlay	589,166	2.13%	606,896	2.19%	(17,730)	
Other	6,632,812	24.00%	6,553,714	23.60%	79,098	
	27,639,288	100.00%	27,774,438	100.00%	(135,150)	

Chief Executive Officer's Report

**Executive Session** 

**Approval of Executive Session Minutes** 

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

Approval of Personnel Report

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Terry L. Bruce

**DATE:** June 13, 2013

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.7, 400.8, 400.9 and 400.10 will be mailed under separate cover.

## INDEX

- 400.1. Employment of Personnel
- 400.2. Change-in-Status
- **400.3.** Adjustment of Hourly Rate Under Base
- 400.4. Notice of Intent to Renew CEO Contract
- 400.5. Notice of Intent to Renew President Contracts
- 400.6. Special Assignments (Attachment)
- 400.7. Approval of Proposed Non-College Employment (External Report)
- 400.8. Approval of Unpaid Leave of Absence (External Report)
- 400.9. Resignation Ratification
- 400.10. Retirement Ratification

## PERSONNEL REPORT

### 400.1. Employment of Personnel

#### A. Faculty

- 1. Todd Gill, Life Science Instructor, effective August 8, 2013
- 2. Andrew McMurray, History/Political Science Instructor, effective August 8, 2013

### **B.** Professional/Non-Faculty

- 1. Emily Gullett, Retention Coordinator, LTC, effective July 10, 2013
- 2. Marsha Humphrey, Academic Assistance Center Coordinator, WVC, effective July 1, 2013
- 3. Ashlee Spannagel, Retention Coordinator, FCC, effective July 1, 2013
- 4. Vicki Thompson, Retention Coordinator, OCC, effective July 1, 2013

### C. Classified

- 1. Angela Bissey, Administrative Assistant to the CFO, DO, effective July 8, 2013
- 2. Olivia Pipher, Office Assistant, TRiO Educational Talent Search, DO, effective June 24, 2013, contingent upon continued grant funding

### 400.2. Change-in-Status

### A. Faculty

- 1. Carol Kocher, Director of Radiography, OCC, to Full-time Faculty, effective August 8, 2013
- 2. Lisa Rauch, Coordinator of Radiography, OCC, to Full-time Faculty, effective August 8, 2013

#### **B.** Professional/Non-Faculty

1. Jennifer Stroughmatt, Counselor, TRiO Student Support Services, DO/OCC, to Retention Coordinator, WVC, effective July 1, 2013

### C. Classified

1. Jennifer Jennings, Office Assistant, UB West, DO/OCC, to Office Assistant, UB East & West, DO/OCC, effective June 19, 2013

- 400.3. Adjustment of Hourly Rate Under Base
- 400.4. Notice of Intent to Renew CEO Contract
- 400.5. Notice of Intent to Renew President Contracts
- 400.6. Special Assignments (Attachment)
- 400.7. Approval of Proposed Non-College Employment (External Report)
- 400.8. Approval of Unpaid Leave of Absence (External Report)

#### 400.9. Resignation Ratification

- A. Classified
  - 1. Marla Graham, Office Assistant, Upward Bound, DO/LTC, effective June 8, 2013

### 400.10. Retirement Ratification

- A. Faculty
  - 1. Gary Wise, Full-time faculty, effective August 1, 2013

#### **B.** Administration

1. Kim Underwood, Associate Dean, Coal Mining Technology, WED, effective June 29, 2013

## Special Assignments Frontier Community College

Academic		Recommended 2013-14
1. Rodney Maxey	Lead Inst Auto Tech	\$450
2. Steve Rafferty	Lead Inst Electrical Distributions	\$450
3. Heather Kirkwood	Lead Inst Health Informatics	\$450
Extra-Curricular		
1. TBD	College Bowl Team Advisor	\$400
2. Eric Resor	Phi Theta Kappa Advisor	\$400
Other		
1. Galen Dunn	O & M Team Leader	\$5,825

## Special Assignments Lincoln Trail College

Academic		Recommended 2013-14
1. Chris Boyd	Lead Inst Process Technology	\$450
2. Travis Matthews	Lead Inst Microcomputer Support Specialist	\$450
3. Pauletta Gullett	Lead Inst Health Programs	\$450
4. Chris Teague	Lead Inst Telecommunications	\$550
5. Reno Bemont	Lead Inst Welding	\$450
Athletic 1. Kevin Bowers	Athletic Director	\$3,500
Extra-Curricular		
1. Carrie Mallard	Student Senate Co-Advisor	\$500
2. Philip Thorsen	Student Senate Co-Advisor	\$500
3. Lisa Maple	Phi Theta Kappa Co-Advisor	\$200
4. Kimberley Stevens	Phi Theta Kappa Co-Advisor	\$200
5. Jeshua Franklin	Performing Arts Co-Coordinator	\$750
6. Barb Shimer	Performing Arts Co-Coordinator	\$750
<b>Other</b> 1. Dan Leggitt	O & M Co-Team Leader	\$2,912
2. Doug Edwards	O & M Co-Team Leader	\$2,912

## Special Assignments Olney Central College

Academic		Recommended 2013-14
1. Mark Fitch	Lead Inst Collision Repair Tech	\$450
2. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$450
3. Curtis Marshall	Lead Inst Welding	\$450
4. Amie Mayhall	Lead Inst Medical Office Assistant	\$500
5. Penny Campbell- Henry	Lead Inst Massage Therapy	\$450
6. Kristi Urfer	Lead Inst Accounting	\$500

## Academic – Allied Health

1.	Theresa Marcotte	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time
2.	Angelia Williams	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time
3. 4. 5. 6.	Anne Hustad Kathleen Hudson Carol Kocher Lisa Rauch	Dept Head, Nursing/OCC Dept Head, Nursing/WVC Director of Radiography Clinical Coordinator, Radiography	\$3,000 + 12 hrs. release time \$3,000 + 12 hrs. release time \$1,000 \$500
<b>Athle</b> 1.	e <b>tic</b> Nicholas Short	Women's Softball Coach	\$6,000
Extra	a-Curricular		
1.	Carmen Jones	Phi Theta Kappa Advisor	\$300
2.	Kelly Payne	Asst. Phi Theta Kappa Advisor	\$200
3.	Suzanne Downes	Performing Arts Coordinator	\$1,000
4.	Laurel Cutright	WYSE Coordinator	\$350
5.	Tammie Bohnhoff	Asst WYSE Coordinator	\$200
6.	Rob Mason	Asst WYSE Coordinator	\$200
Othe	r		
1.	Larry Gangloff	O & M Team Leader	\$5,825

## Special Assignments Wabash Valley College

Academic		Recommended 2013-14
1. Judy Neikirk	Lead Inst Social Services	\$450
2. Byford Cook	Lead Inst Advanced Manufacturing	\$550
•	Lead Inst Radio/TV	\$330 \$450
3. Kyle Peach		\$450
	Director of Broadcasting	\$8,000
4. Scott Balding	Lead Inst Diesel Equipment Tech	\$500
5. TBD	Lead Inst Early Childhood Dev	\$450
	Small World	\$200/month
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$450
7. Doug Robb	Lead Inst Agriculture Business	\$450
8. David Wilderman	Lead Inst Marketing	\$450
9. Brian Wick	Lead Inst Gunsmithing	\$450
Athletic		
1. Zach Loll	Athletic Director	\$3,500
Extra-Curricular		
1. Brenda Phegley	Phi Theta Kappa Advisor	\$400
2. Adam Porter	Theater Lighting Technician	\$3,000
3. Jamey Walston	Theater House Manager	\$2,400
4. Mary Johnson	BAC Art Gallery Director	\$2,400
4. Wary Johnson	DAC Alt Gallery Director	ψ2,400
Other		
1. Ron Martin	O & M Team Leader	\$5,825

## Special Assignments District Office

# Recommended 2013-14

Extra-Curricular		2013-14
1. Nixie	Faculty Director of Student Learning	\$15,000 +
Hnetkovsky	Assessment	12 hrs. release time
2. Jason Hortin	Faculty Coordinator of Student Learning Assessment – OCC	\$2,000
3. Phil Thorsen	Faculty Coordinator of Student Learning Assessment – LTC	\$2,000
4. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$2,000
5. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$2,000
6. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time
Athletic 1. Zach Loll	Athletics Compliance Coordinator	\$6,000

**Collective Bargaining** 

Litigation

**Other Items** 

Adjournment

Locally Funded, CDB, & PHS Projects Projects Schedule										
	Funding Source	Estimated Budget								
FY 2012 Capital Renewal @ LTC & WVC	CDB	\$397,900								
OCC - Collision Repair Tech Center	CDB	\$1,500,000								
HVAC Replacement	PHS	\$477,400								
Security Camera Surveillance	PHS	\$200,900								
ADA Compliance	PHS	\$227,000								
Lighting Replacement	PHS	\$158,200								
Asbestos Abatement	PHS	\$150,700								
Roof Replacement	PHS	\$1,202,900								
Window Replacement	PHS	\$62,300								
Energy Savings Lighting	PHS	\$106,600								
Flooring Replacement	PHS	\$107,200								
Solarium & Floor Replacement - OCC	PHS	\$112,500								
GRAND TOTAL		\$4,703,600	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

5/31/2013