

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 19, 2007



Location:

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

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

**Illinois Eastern Community Colleges
Board Agenda**

**June 19, 2007
7:00 p.m.
Wabash Valley College**

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes..... CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. None
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. RAMP Document FY2009..... Cantwell
 - B. Inter-Funds Loan Resolutions Browning
 - C. Building and Maintenance Fund Resolution..... Browning
 - D. Working Cash Fund Resolution..... Browning
 - E. Prevailing Rate of Wages Browning
 - F. FY 2007-2008 Budget Resolution Bruce
 - G. Blue Cross Blue Shield Insurance Renewal..... Bruce
 - H. Payment of Accrued Bills Bruce
 - I. Motorcycle Rider Training Program/SIUC Bruce
 - J. Phlebotomy Affiliation Agreement – Salem Township Hospital Bruce
 - K. Federal Surplus Property Program Resolution..... Bruce
 - L. Audit Committee Vacancy Bruce

M. Building Lease Agreements	Bruce
OCC Cosmetology	
IECC Dislocated Worker Program Lease	
IECC Illinois Employment Training Center Lease	
IECC/CMS IDES Subleases	
IECC/Lakeland College Sublease	
IECC/CEFS Sublease	
IECC/IL WIB Sublease	
IECC/Elvan Wallace and A. Carol Wallace Lease	
OCC Phlebotomy and Massage Therapy Lease	
IECC and Janet E. David Trust Lease	
LTC/City of Robinson Fitness Center Lease	
IECC/FCC Foundation Hall Lease	
IECC/University of Illinois Extension Lease	
IECC/Wrightman-Musso Girard Lease	
IECC/LTC CEFS Lease	
9. Bid Committee Report	Bruce
Green House Materials	
10. District Finance	
A. Financial Report	Browning
B. Approval of Financial Obligations	Browning
11. Chief Executive Officer's Report	Bruce
12. Executive Session	Bruce
13. Approval of Executive Session Minutes	
A. Written Executive Session Minutes	Bruce
B. Audio Executive Session Minutes.....	Bruce
C. Semi-Annual Review of Executive Session Minutes.....	Bruce
14. Approval of Personnel Report	Bruce
15. Collective Bargaining	Bruce
16. Litigation.....	Bruce
17. Acquisition and Disposition of Property.....	Bruce
18. Other Items	
19. Adjournment	

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, May 15, 2007.

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

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

Brenda K. Culver, George Andrew Fischer, Walter L. Koertge, Larry Rost, Marilyn J. Wolfe. Trustees absent: James W. Lane, Jr., Kevin C. Williams. Also present was Randi Scott, 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.

AGENDA #2 – “Disposition of Minutes” – The following actions were taken relative to minutes of the Regular Meeting, Tuesday, April 17, 2007:

#2-A. Minutes of Open Meeting, April 17, 2007: Trustee Walter Koertge made a motion to approve open meeting minutes of the regular meeting, Tuesday, April 17, 2007 as prepared. Trustee Larry Rost 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 is adopted.

#2-B. Minutes of Executive Session, April 17, 2007: Trustee Larry Rost made a motion to approve minutes of the closed meeting, held during the regular meeting, Tuesday, April 17, 2007 as prepared and that these minutes be opened to the public record. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

AGENDA #3 – “Canvass of April 17, 2007 Election Returns and Resolution of Approval” – Trustee Walter Koertge introduced the following RESOLUTION certifying results of the April 17, 2007 Election and declaring that William C. Hudson “Jr.” and John D. Brooks were duly elected to serve full terms as trustees:

The Board of Trustees of Illinois Eastern Community Colleges District #529 hereby states that:
WHEREAS on April 17, 2007, an election was held for the purpose of electing members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, and Election Authority for Richland County, has certified the election results and provided a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 17, and; WHEREAS Alice Mullinax, has certified the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, in her tabulation of votes cast included all valid and counted election day ballots, absentee ballots, early voting ballots, grace period ballots, and provisional ballots, and;

WHEREAS Alice Mullinax has certified that the following votes were tabulated:

William C. Hudson "Jr."	7,216	
John A. Spitz	5,983	
John D. Brooks	8,073	and;

WHEREAS Alice Mullinax has certified that William C. Hudson "Jr." and John D. Brooks were elected as trustees to serve a full term and;

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the results of the April 17, 2007 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority and further declares that William C. Hudson "Jr." and John D. Brooks were duly elected to serve full terms as trustees.

Board Action: Trustee Walter Koertge made a motion to adopt the foregoing resolution proclaiming results of the April 17, 2007 election. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Culver, Fischer, Koertge, Rost, Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Lane, Williams. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #4 – "Adjournment of Old Board" – There being no further business to be transacted by the old Board, trustee Marilyn Wolfe made a motion that the old Board of Trustees stand adjourned sine die. Student trustee Randi Scott 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 is adopted and the old Board of Trustees was adjourned sine die at 7:10 p.m.

CEO Assumes Chair: Terry L. Bruce, Chief Executive Officer, assumed the Chair for purposes of organization of the new Board of Trustees.

AGENDA #5 – "Organization of New Board" – The Board of Trustees organized as follows:

#5-A. Appointment of Temporary Secretary: Without objection, the Chair appointed Harry Hillis, Jr. to act as Interim Secretary during organization of the new Board.

#5-B. Oath of Office and Seating of Trustees Elected April 17, 2007: The oath of office was administered to William C. Hudson "Jr." and John D. Brooks and they were duly seated.

#5-C. Roll Call: The Chair directed roll call of the new Board. 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, Brenda K. Culver, George Andrew Fischer, William C. Hudson "Jr.," Walter L. Koertge, Larry Rost, Marilyn J. Wolfe. Also present was Randi Scott, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

Jack Davis, President of Olney Central College.

Michael Dreith, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.
Beverly Turkal, President of Lincoln Trail College.
Roger Browning, Chief Finance Officer & Treasurer.
Tara Buerster, Director of Human Resources.
Christine Cantwell, Associate Dean of Academic & Student Support Services.
Alex Cline, Director of Information & Communications Technology.
Kathleen Pampe, Associate Dean, Career Education & Economic Development.
Pamela Schwartz, Associate Dean of Institutional Development.
George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office
DOC – Department of Corrections
FCC – Frontier Community College
HLC – Higher Learning Commission
ICCB – Illinois Community College Board
ICCTA – Illinois Community College Trustees Association
IECC – Illinois Eastern Community Colleges
IECCEA – Illinois Eastern Community Colleges Education Association
LCC – Lawrence Correctional Center
LTC – Lincoln Trail College
OCC – Olney Central College
PHS – Protection, Health & Safety
RCC – Robinson Correctional Center
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

#5-D. Election of Chairman: The Chair asked for nominations for Chairman. Trustee Larry Rost nominated George Andrew Fischer to be Chairman of the Board of Trustees until the next reorganization meeting. Trustee Marilyn Wolfe seconded the nomination. The Chair asked if there were additional nominations. There being none, the Chair directed that a recorded roll call vote be taken on the election of George Andrew Fischer to be Chairman of the Board of Trustees. The Secretary called the roll and the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 and that George Andrew Fischer is elected Chairman.

#5-E. Election of Vice-Chairman: The Chair asked for nominations for Vice-Chairman. Trustee Walter Koertge nominated Marilyn J. Wolfe to be Vice-Chairman of the Board of Trustees until the next reorganization meeting. Trustee Andrew Fischer seconded the nomination. The Chair asked if there were additional nominations. There being none, the Chair directed that a recorded roll call vote be taken on the election of Marilyn J. Wolfe to be Vice-Chairman of the Board of Trustees. The Secretary called the roll and the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 and that Marilyn J. Wolfe is elected Vice-Chairman.

#5-F. Election of Secretary Pro Tempore: The Chair asked for nominations for Secretary Pro Tempore. Trustee Larry Rost nominated Walter L. Koertge to be Secretary Pro Tempore of the Board of Trustees until the next reorganization meeting. Trustee Marilyn Wolfe seconded the nomination. The Chair

asked if there were additional nominations. There being none, the Chair directed that a recorded roll call vote be taken on the election of Walter L. Koertge to be Secretary Pro Tempore. The Secretary called the roll and the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 and that Walter L. Koertge is elected Secretary Pro Tempore.

#5-G. Election of Secretary: The Chair asked for nominations for Secretary. Trustee Marilyn Wolfe nominated Harry Hillis, Jr. to be Secretary of the Board of Trustees until the next reorganization meeting. Trustee Larry Rost seconded the nomination. The Chair asked if there were additional nominations. There being none, the Chair directed that a recorded roll call vote be taken on the election of Harry Hillis, Jr. to be Secretary of the Board of Trustees. The Secretary called the roll and the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 and that Harry Hillis, Jr. is elected Secretary.

#5-H. Appointment of Ethics Officer: Trustee Marilyn Wolfe made a motion that the Board hereby appoints Harry Hillis, Jr., Board Secretary, as Ethics Officer for the Board, and for the District, pursuant to statute. He shall serve until his successor is appointed and qualified. Trustee Walter Koertge seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared that the “Ayes” have it and the motion is adopted.

George Andrew Fischer Assumes Chair: Chairman George Andrew Fischer assumed the Chair.

#5-I. Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards: The CEO recommended adoption of the following resolution.

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, that all rules, regulations, policies and actions of prior Boards of Trustees of this community college district are hereby adopted in full, including any changes and revisions.

Procedures: The Board agrees to follow past practices and procedures. The Secretary shall rotate the order of calling upon Board members to cast votes on each roll call vote. *Roberts Rules of Order* will be followed for general procedural guidelines, but will not be adopted. When voice votes are taken, any trustee may ask for a roll call vote on that issue.

Board Action: Trustee Larry Rost made a motion to approve the foregoing resolution for adoption of rules, regulations, policies and actions of prior boards as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-J. Resolution for Time and Place of Board Meetings: The CEO recommended adoption of the following resolution for Time and Place of Board Meetings.

Resolved, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2007:

Tuesday, June 19, 2007, 7 p.m., Wabash Valley College

Tuesday, July 17, 2007, 7 p.m., Frontier Community College
Tuesday, August 21, 2007, 7 p.m., Lincoln Trail College
Tuesday, September 18, 2007, 7 p.m., Olney Central College
Tuesday, October 16, 2007, 7 p.m., Wabash Valley College
Tuesday, November 20, 2007, 7 p.m., Frontier Community College
Tuesday, December 11, 2007, 7 p.m., Lincoln Trail College*

*Board meetings in December will be held on the second Tuesday of the month due to Winter Break.

Board Action: Trustee Walter Koertge made a motion to approve the foregoing resolution for time and place of board meetings as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 #6 – “Recognition of Visitors & Guests” –

#6-A. Visitors & Guests: Visitors & guests present were recognized.

#6-B. IECCEA Representative: None.

AGENDA #7 – “Public Comment” – None.

AGENDA #8 – “Reports” –

#8-A. Report from Trustees: Trustee Marilyn Wolfe reviewed recent Lobby Day activities in Springfield.

#8-B. Report from Presidents: Informational reports were noted from each of the colleges.

#8-C. Report from Cabinet: George Woods presented informational reports on the recent telecom job fair and a strong year for credit hours in coal mining technology.

AGENDA #9 – “Policy First Readings (and Possible Approval)” –

#9-A. Time to Completion: The District needs to clarify its policy concerning career and technical education (CTE) programs that have been withdrawn. The policy proposed would allow students two years to complete a withdrawn degree program and one year to complete a withdrawn certificate program. The policy further clarifies that students who have been absent for more than two years may not enroll in a program that has been withdrawn and will be required to select a new program of study. The CEO recommended adoption of the following policy under “Time to Completion for Career and Technical Education Curricula (800.5).”

Time to completion for withdrawn CTE programs For CTE programs that have been withdrawn by the district, students will be given a specified length of time to complete their program of study or may be transferred to another similar program.

a. For a withdrawn associate in applied science degree program, students will be given two years from the date the program was withdrawn to complete the degree requirements.

b. For a withdrawn certificate program of 30 hours or more, students will be given one year from the date the program was withdrawn to complete the certificate requirements.

c. Students failing to meet the deadlines set forth above will not be eligible to graduate from a withdrawn degree or certificate program.

d. Students who return after an absence of less than two years and wish to enroll in a degree or certificate program that has been withdrawn must complete the degree or certificate within the timelines listed above.

e. Students who return after an absence of more than two years and who had been enrolled in a certificate or degree program that has been withdrawn will be required to select a new program of study.

For the purpose of defining “degree” or “certificate” program/curriculum as it applies to this policy, the following definition will apply:

Definition of Degree or Certificate Program: A CTE program of study that includes core courses and general education courses that support a degree or certificate curriculum.

Board Action: Trustee Marilyn Wolfe made a motion to waive second reading and adopt the revised Time to Completion for Career and Technical Education Curricula, Policy 800.5, as recommended. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Tuition Waiver: It has been Board policy for more than 30 years to allow dependents of full-time employees a full tuition waiver to attend an IECC college. Because of the changing composition of families, it has become necessary to recognize the various living arrangements that may occur involving dependent children. This new policy will allow a waiver for a full-time employee whose dependent child is living in-district with a custodial parent who is not an employee. The CEO recommended approval of the following Tuition Waiver Policy (500.14):

A. Senior Citizens: Tuition is waived for residents of the District who are 60 years or older. Non-credit course fees are **not** waived.

B. Full-Time Employees: It shall be the policy of the Board of Trustees that tuition shall be waived for all full-time employees (*current or SURS qualified retirees*) of the District and members of their immediate family. Members of the immediate family shall be defined as the spouse and dependents of full-time employees who are under 24 years of age, not married, and currently reside in-district with either one or both parents, one of which is a full time employee. However, a spouse or dependent who has been convicted of criminal conduct that would threaten staff or student health, welfare, or safety; or who was discharged for cause from district employment, shall not be entitled to a tuition waiver.

In the event of a full-time employee’s death during their active employment with IECC, their dependents will be given a waiver of in-district tuition to be used during their college career if they are under 24 years of age, not married and currently reside in district. A spouse of a deceased full-time employee must use their tuition waiver within 6 years of the date of the death of the full-time employee

Board Action: Trustee Marilyn Wolfe made a motion to waive second reading and adopt the revised Tuition Waiver Policy 500.14, as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10– “Policy Second Readings” – None.

AGENDA #11 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#11-A. Division of Rehabilitation Services Agreement: The District works closely with the Division of Rehabilitation Services (DRS) and Vocational Rehabilitation (VR) to provide services to individuals with disabilities so that they may successfully prepare for and obtain employment. The agreement clarifies the roles and responsibilities of DRS and VR and IECC in providing a delivery system for services to these individuals. The primary goal in developing this cooperative agreement is to promote student achievement and employability. To that end, DRS will provide technical assistance which can include assistive technology, consultative, grant availability, program accessibility, and resources for students with disabilities. DRS agrees to provide financial assistance to the extent of 20% of the cost of interpreters, CART services, note takers and scribes, and ancillary services. The agreement is reviewed annually. The CEO recommended approval.

Board Action: Trustee William Hudson made a motion to approve the agreement with the Division of Rehabilitation Services as recommended. Student trustee Randi Scott seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-B. Kaskaskia Joint Agreement: Ms. Cantwell reviewed the Joint Agreement for Education Cooperation between Illinois Eastern Community Colleges and Kaskaskia College. Under the agreement, the colleges agree to accept students in certain programs that are not offered by their home district, thus providing additional educational programs to the students of each district involved in the agreement. Additions to this agreement from last year include Network Security, Personal Fitness Trainer, and Veterinary Tech.

Under the agreement, Illinois Eastern Community Colleges District No. 529 agrees to accept students from Kaskaskia College District No. 501 in the following programs:

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

Under the agreement, Kaskaskia College District No. 501 agrees to accept students from Illinois Eastern Community Colleges District No. 529 in the following programs:

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

Recommendation: The CEO recommended approval of the joint agreement with Kaskaskia College as presented.

Board Action: Trustee Brenda Culver made a motion to approve the Joint Agreement for Education Cooperation with Kaskaskia College as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-C. Phase VIII Carryover Funds, Application: Under the Protection, Health, and Safety bonding authority afforded the Board of Trustees, the Board issued \$3.5 million worth of PHS bonds in November of 2005. Because of the nature of the bids on the previous projects funded with this bond issue and because the projects were completed efficiently with minimal change orders, excess PHS funds are available to be carried over and additional projects completed. At the March 20, 2007 Board Meeting a project application was approved for a new roof at LTC using \$267,900 of carryover funds. At that time it was indicated that additional carryover projects would be forthcoming. Roger Browning, the Presidents, and the college O & M Team Leaders, have determined that ventilation upgrades at OCC (\$60,600), a compressed air system replacement at WVC (\$99,329), and District-Wide Sidewalk and Concrete work at all colleges (\$176,641) should have priority for the remaining PHS funds. The CEO recommended approval of the Capital Project Applications as presented.

Board Action: Trustee Marilyn Wolfe made a motion to approve the Capital Project Application Forms for the foregoing projects as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-D. Phase VIII Carryover Funds, Resolution: The following resolution is a required attachment for the each Capital Project Application. The CEO recommended approval of the Resolutions to Approve PHS Construction Projects, in order that they may be submitted to the Illinois Community College Board along with the Capital Project Application Form.

Resolution to Approve PHS Construction Projects

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (Hereinafter referred to as IECC) is authorized to complete necessary projects dealing with protection, health, and safety of students, employees, or visitors; and,

WHEREAS, there is a need for repair and alteration of certain facilities of Illinois Eastern Community Colleges District No. 529; and

WHEREAS, the board has received reports from a licensed professional architect/engineer that there are projects at IECC which requires repair and alterations, as defined in ICCB Rule 1501.601; and,

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for such repairs or alterations and levy a tax sufficient to retire said outstanding bond issue over a period of years; and

WHEREAS, the projects recommended for repair and alterations are:

1. District-Wide Sidewalk and Concrete work at all colleges: \$176,641.
Total estimated cost including fees and contingency: \$176,641.

2. Ventilation Upgrades – OCC: \$60,500.
Total estimated cost including fees and contingency: \$60,500.
3. Replace Compressed Air System – WVC: \$99,329.
Total estimated cost including fees and contingency: \$99,329.

WHEREAS, the Board certifies these projects also meet the requirements of 805/3-20.3.01 of the Public Community College Act and are necessary projects for the Americans with Disabilities Act of 1990 or handicapped accessibility and not routine maintenance projects.

NOW, be it resolved by the Board of Trustees of Community College District No. 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary for the protection, health, and safety of the students, employees, or visitors of IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the projects above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval of the above referenced projects.

Board Action: Trustee Larry Rost made a motion to approve the foregoing Resolutions to Approve PHS Construction Projects as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-E. International Transportation Fee: The District has developed an extensive International Student Program at Olney Central, Lincoln Trail and Wabash Valley. To assist these International students, the District has assessed a transportation fee. This transportation fee allows the District to hire bus drivers and operate vans for the transportation of International students to and from college and to various cultural events. Currently the District charges each International student \$125.00 per semester to cover the cost of this transportation. Because of rising fuel costs, vehicle maintenance costs, and drivers' wages, it is necessary to raise the fee to \$150.00 per semester effective with fall semester 2007. The CEO recommended approval.

Board Action: Student trustee Randi Scott made a motion to approve raising the International Transportation Fee to \$150.00 per semester as recommended. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-F. Amendment to Lawrence DOC FY 2007 Budget: The Illinois Department of Corrections has requested amendments to the FY 2007 budget of the Lawrence Correctional Center, proposing to decrease travel by \$600.00 and increase commodities by \$750.00.

#11-G. Amendment to Robinson DOC FY 2007 Budget: The Illinois Department of Corrections has requested amendments to the FY 2007 budget of the Robinson Correctional Center, proposing to decrease personnel in horticulture by \$12,500.00 because of an on-going vacancy; decrease travel by \$1,200.00 because two instructors will not be trained before July 1; increase commodities by \$750.00; and decrease indirect costs by \$1,250.00 because of the horticulture vacancy.

Recommendation: The CEO recommended approval of the foregoing recommendations for amendments to the FY 2007 budgets of the Lawrence Correctional Center and Robinson Correctional Center as outlined in Agenda Items #11F & #11-G.

Board Action: Trustee Marilyn Wolfe made a motion to approve amendments to the FY 2007 budgets of the Lawrence Correctional Center and Robinson Correctional Center as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-H. Lawrence DOC FY 2008 Budget: The Illinois Department of Corrections has submitted the FY 2008 budget for operation of the LTC educational program at the Lawrence Correctional Center. The budget proposes expenditure of \$338,859.00 for the fiscal year. This includes \$251,092.00 for personnel, \$55,090.00 for fringe benefits, \$8,378.00 for commodities, \$1,600.00 for travel, and \$22,699.00 for other costs. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the Department of Corrections FY 2008 budget for the Lawrence Correctional Center as recommended. Student trustee Randi Scott seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-I. Robinson DOC FY 2008 Budget: The Illinois Department of Corrections has submitted the FY 2008 budget for operation of the LTC educational program at the Robinson Correctional Center. The budget proposes expenditure of \$395,017.00 for the fiscal year. This includes \$296,125.00 for personnel, \$56,422.00 for fringe benefits, \$8,300.00 for commodities, \$2,200.00 for travel, and \$31,970.00 for other costs. The CEO recommended approval.

Board Action: Trustee Larry Rost made a motion to approve the Department of Corrections FY 2008 budget for the Robinson Correctional Center as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-J. Medical Assistant Testing Fee: The District and Lincoln Trail College has applied to become a testing site for the certification exam for the Medical Assistant Program. Because of the cost of the exam, Medical Assistant students will be assessed a \$150.00 fee when they register for their internship experience. This fee will allow Medical Assistant students to sit for their Medical Assistant exam to become a Certified Clinical Medical Assistant (CCMA). The CEO recommended approval.

Board Action: Trustee William Hudson made a motion to approve the \$150.00 fee for Medical Assistant students when they register for their internship experience as recommended. Student trustee Randi Scott seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-K. Cooperative Agreement with Illinois Laborers & Contractors: IECC wishes to enter into a cooperative agreement with the Illinois Laborers Union and the Contractors Joint Apprenticeship and Training Program. Goal of the agreement is to allow laborers to earn college credit that will lead to a certificate or an associate degree during their Journeyman/Apprenticeship training. IECC will write the curricula, review training needs, develop course information forms, obtain state authorization from the Illinois Community College Board and register students for classes. The Laborers Union and Contractors Joint Apprenticeship Program will provide a contact person, request needed courses, supply start and finish dates for classes, supply location for the class, provide a class roster and provide grades on a semester basis. The agreement sets forth the courses that will lead to a certificate and the courses that will lead to an associate's degree. The CEO recommended approval.

Board Action: Trustee Walter Koertge made a motion to approve the Cooperative Agreement with the Illinois Laborers Union and the Contractor's Joint Apprenticeship and Training Program as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-L. Affiliation Agreement with Ambucare Clinic – Terre Haute, Indiana: IECC wishes to enter into a new affiliation agreement with Ambucare Clinic, Terre Haute, Indiana. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Ambucare Clinic for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-M. Affiliation Agreement with Clark County Family Medicine – Marshall, Illinois: IECC wishes to enter into a new affiliation agreement with Clark County Family Medicine, Marshall, Illinois. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Clark County Family Medicine for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-N. Affiliation Agreement with Podiatry Medical Surgical Center – Robinson, Illinois: IECC wishes to enter into a new affiliation agreement with Podiatry Medical Surgical Center, Robinson, Illinois. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Podiatry Medical Surgical Center for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-O. Affiliation Agreement with RWR Medical Arts, SC – Robinson, Illinois: IECC wishes to enter into a new affiliation agreement with RWR Medical Arts SC, Robinson, Illinois. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with RWR Medical Arts, SC for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-P. Affiliation Agreement with AP & S Clinic – Terre Haute, Indiana: IECC wishes to enter into a new affiliation agreement with AP & S Clinic, Terre Haute, Indiana. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with AP & S Clinic for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-Q. Affiliation Agreement with Ridgeview Care Center – Oblong, Illinois: IECC wishes to enter into a new affiliation agreement with Ridgeview Care Center, Oblong, Illinois. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Ridgeview Care Center for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-R. Affiliation Agreement with Sigler Osteopathic Clinic – Mt. Carmel, Illinois: IECC wishes to enter into a new affiliation agreement with Sigler Osteopathic Clinic, Mt. Carmel, Illinois. This affiliation agreement is for the Medical Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Sigler Osteopathic Clinic for the Medical Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-S. Affiliation Agreement with Crawford Memorial Hospital – Robinson, Illinois: IECC wishes to enter into a new affiliation agreement with Crawford Memorial Hospital, Robinson, Illinois. This affiliation agreement is for the Pharmacy Technician Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Crawford Memorial Hospital for the Pharmacy Technician Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-T. Affiliation Agreement with Walgreens Pharmacy – Vincennes, Indiana: IECC wishes to enter into a new affiliation agreement with Walgreens Pharmacy, Vincennes, Indiana. This affiliation agreement is for the Pharmacy Technician Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Vincennes Walgreens Pharmacy for the Pharmacy Technician Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-U. Affiliation Agreement with Fayette County Hospital – Vandalia, Illinois: IECC wishes to enter into a new affiliation agreement with Fayette County Hospital, Vandalia, Illinois. This affiliation agreement is for the Pharmacy Technician Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Fayette County Hospital for the Pharmacy Technician Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-V. Affiliation Agreement with Newton CVS Pharmacy – Newton, Illinois: IECC wishes to enter into a new affiliation agreement with Newton CVS Pharmacy, Newton, Illinois. This affiliation agreement is for the Pharmacy Technician Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Newton CVS Pharmacy for the Pharmacy Technician Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-W Affiliation Agreement with Cotillion Ridge – Robinson, Illinois: IECC wishes to enter into a new affiliation agreement with Cotillion Ridge, Robinson, Illinois. This affiliation agreement is for the Certified Nurse Assistant Program at Lincoln Trail College. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement with Cotillion Ridge for the Certified Nurse Assistant Program at LTC as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Bid Committee Report” –

#12-A. IECC – Industrial Generator: The CFO presented the recommendation of the Bid Committee to accept the bid of Indiana Power Service & Supply, Inc., Indianapolis, Indiana, for a Generac SG070 Industrial Generator System and Transfer Switch or equivalent, for a total bid of \$20,186.00. They did not submit a bid on the sound attenuated enclosure. Source of Funds: Operations & Maintenance Fund. Department: Information Technology Department.

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

Board Action: Trustee Marilyn Wolfe made a motion to approve the recommendation of the Bid Committee for purchase of an industrial generator as outlined. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-B. LTC – Gym and Locker Room – Roof Replacement: The CFO presented the recommendation of the Bid Committee and Marion Poggas, Architect, to accept the bid of Shay Roofing, Inc., Millstadt, Illinois, for roof replacement of the gym and locker room at Lincoln Trail College for a total of \$209,286.00. Source of Funds: Phase 8 Carryover Funds.

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

Board Action: Student trustee Randi Scott made a motion to approve the recommendation of the Bid Committee and Architect for replacement of the gym and locker room roof at LTC as outlined. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-C. LTC – Triple Play Equipment: The CFO presented the recommendation of the Bid Committee to accept the bid of Kasenna, Sunnyvale, California, for Triple Play Equipment for Lincoln Trail College for a total of \$20,375.00. “Triple Play” is the newest technology in telecommunications. The specifications are for IPTV Middleware/Video and VOD Servers for a lab system. Source of Funds: LTC Foundation. Department: Telecom.

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

Board Action: Trustee John Brooks made a motion to approve the recommendation of the Bid Committee for purchase of Triple Play equipment for LTC as outlined. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-D. WVC – Gym Floor Refinishing: The CFO presented the recommendation of the Bid Committee to accept the bid of Sandman Sports Floors Inc., Bloomington, Indiana, for refinishing of the gym floor at Wabash Valley College for a total of \$21,534.82. Source of Funds: Operations & Maintenance Fund. Department: WVC Gymnasium.

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

Board Action: Trustee William Hudson made a motion to approve the recommendation of the Bid Committee for gym floor refinishing for WVC as outlined. Student trustee Randi Scott seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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-E. Workforce Education – Continuous Miner Training Panel: The CFO presented the recommendation of the Bid Committee to accept the bid of Joy Mining Machinery, Sunnyvale, California, for a Continuous Miner Training Panel for Workforce Education for a total of \$148,750.00. This equipment is used in 90% of the mines in operation in southern Illinois. It is the training instrument that should be used pursuant to the grant received. It is a Joy 14CM Training Panel that includes major and miscellaneous components, fabrication, instructional material, labor and delivery. Source of Funds: Community Based Job Training Grant. Department: Workforce Education.

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

Board Action: Trustee Brenda Culver made a motion to approve the recommendation of the Bid Committee for a Continuous Miner Training Panel for the Workforce Education Department as outlined. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #13 – “District Finance” – The following district financial matters were presented:

#13-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$2,173,838.37, as of April 30, 2007.

#13-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2007, totaling \$690,954.50, 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 2007, in the amounts listed, and payments from the revolving fund for April 2007. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 #14 – “Chief Executive Officer's Report” – Mr. Bruce presented informational reports relative to the following topics:

1. Grant Outcomes.
2. 403(b) Advisory Committee – To study new IRS rules and regulations.
3. Upward bound Fund Announcement.
4. 2006-2007 IECC Graduation Data.
5. Enrollment Report – District Up 2%.

AGENDA #15 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #16 – “Approval of Executive Session Minutes” – Minutes of the executive session of Wednesday, April 11, 2007 were approved earlier in this meeting.

AGENDA #17 – “Approval of Personnel Report” – The CEO presented the following amended Personnel Report and recommended approval.

400.1. Employment of Personnel

- A. Faculty
 1. Jason Brinkley, Chemistry Instructor, effective August 15, 2007.
- B. Classified
 1. Dawn Ferguson, Office Assistant, LTC, effective May 17, 2007.
 2. Dennis Shular, Computer Technician, FCC, effective June 1, 2007.

400.2. Leave of Absence Approved by CEO Since April 17, 2007

- A. None.

400.3. Resignations

- A. Administrative
 1. Mike Dreith, President, FCC, resignation effective June 2, 2007.
- B. Faculty
 1. Roger Chapman, History Instructor, resignation effective August 15, 2007.

C. Classified

1. Samantha Farmer, Clerk/Receptionist, FCC, resignation effective July 1, 2007.

400.4. Retirement

A. Classified

1. Albert Miller, Jr., Custodian, LTC, retirement effective September 1, 2007.

Personnel Report Addendum

400.5. Intent to Hire FCC President

Intent to hire Charles Novak as President of Frontier Community College was announced.

400.6. Employment of Personnel

A. Faculty

1. Steve Hnetkovsky, Agricultural Technology Instructor, effective August 15, 2007.
2. Judith Hudson, Nursing Instructor, effective August 15, 2007, contingent upon completion of Master's Degree.
3. Doug Robb, Agricultural Technology Instructor, effective August 15, 2007.

400.7. Unpaid Leave Requests

A. Classified

1. Sheri Georges, Program Advisor, Educational Talent Search, DO, Unpaid Leave Request, effective August 13 through December 7, 2007. The requested leave is unpaid, without benefits, with substitution of paid leave time.
2. Ruth Trowbridge, Case Worker, Dislocated Worker Program, DO, Family Medical Leave, effective March 27, 2007 through January 31, 2008. This leave is a continuation of the previously approved FMLA leave. The requested leave is intermittent and unpaid, with substitution of paid leave time.

#17-A. Board Action to Amend Personnel Report: Trustee Marilyn Wolfe made a motion to amend the Personnel Report, to add an addendum containing Sections 400.5, 400.6 and 400.7 as recommended. Trustee Walter Koertge seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

#17-B. Board Action to Approve Amended Personnel Report: Trustee Brenda Culver made a motion to approve the foregoing amended Personnel Report as recommended. Student trustee Randi Scott seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brooks, Culver, Fischer, Hudson, Koertge, Rost, 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 #18 – "Collective Bargaining" – None.

AGENDA #19 – “Litigation” – None.

AGENDA #20 – “Acquisition & Disposition of Property” – None.

AGENDA #21 – “Other Items” – Mike Dreith, attending his final meeting with the Board of Trustees as President of FCC, expressed appreciation for his association with the Board for the past six years.

AGENDA #22 – “Adjournment” – Student trustee Randi Scott made a motion to adjourn. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:15 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

A. Trustees

B. Presidents

C. Cabinet

Coal Mining Technology/Telecom

Agenda Item #6

Policy First Reading (and Possible Approval)

None

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

RAMP Document FY2009

Agenda Item #8A

MEMORANDUM

To: Board of Trustees
From: Terry L. Bruce
Date: June 19, 2007
Re: RAMP FY 2009

IECC's RAMP (Resource Allocation and Management Plan) for FY 2009 includes four capital project requests. The four capital project requests for FY 2009 in ranking order are:

Olney Central College
Project Name: Applied Technology Center
District Priority No.: 1 of 4
Total Building Budget: \$1,742,904

Wabash Valley College
Project Name: Technology/Student Support Expansion to Main Hall
District Priority No.: 2 of 4
Total Building Budget: \$6,343,050

Lincoln Trail College
Project Name: Center for Technology
District Priority No.: 3 of 4
Total Building Budget: \$8,564,834

Frontier Community College
Project Name: Student Center
District Priority No.: 4 of 4
Total Building Budget: \$3,350,096

Because of its length, the RAMP document is being mailed to you. I ask the Board's approval of the RAMP document for submission to the Illinois Community College Board.

TLB/rs

Agenda Item #8B

Inter-Funds Loan Resolutions

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
SUBJECT: Inter-Fund Loans Resolution

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

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

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2008, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2008.

TLB/rs

BOARD OF TRUSTEES
RESOLUTION
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 2008, 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 2008, and to make the necessary transfers therefore;

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2008.

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

Chairman, Board of Trustees

June 19, 2007

Date

Secretary, Board of Trustees

June 19, 2007

Date

Agenda Item #8C

Building and Maintenance Fund Resolution

Agenda Item #8C

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
SUBJECT: Building and Maintenance Fund Resolution

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

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

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

TLB/rs

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUILDING AND MAINTENANCE FUND

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

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

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

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

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

Chairman, Board of Trustees

Date

Secretary, Board of Trustees

Date

Agenda Item #8D

Working Cash Fund Resolution

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
SUBJECT: Working Cash Fund

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

The Treasurer of the District has or will transfer approximately \$64,500 from the Working Cash fund to the General Fund prior to June 30, 2007.

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 \$64,500 Working Cash Fund interest to the General Fund on or before June 30, 2007.

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, 2007;

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 \$64,500 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2007.

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

Chairman, Board of Trustees

June 19, 2007
Date

Secretary, Board of Trustees

June 19, 2007
Date

Agenda Item #8E

Prevailing Rate of Wages

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
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 has complied with this Act in all instances.

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

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

TLB/rs

Attached

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 2007**, 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 19th of June, 2007.

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 19th day of June, 2007, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 19th day of June, 2007.

Board Secretary

(SEAL)

CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

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

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

Illinois Eastern Community Colleges Board of Trustees on June 19th, 2007
(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 19th, 2007, 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 2007

Trade Name Vac Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn
=====	==	===	=	=====	=====	=====	===	===	=====	=====
=====										
ASBESTOS ABT-GEN 0.000 0.700		ALL		21.000	21.450	1.5	1.5	2.0	5.350	6.500
ASBESTOS ABT-MEC 0.000 0.000		BLD		20.800	0.000	2.0	2.0	2.0	5.000	3.400
BOILERMAKER 0.000 0.300		BLD		28.500	31.000	1.5	1.5	2.0	6.820	11.03
BRICK MASON 0.000 0.630		BLD		24.970	26.470	2.0	2.0	2.0	5.300	6.400
CARPENTER 0.000 0.320		BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800
CARPENTER 0.000 0.300		HWY		23.940	25.690	1.5	1.5	2.0	6.500	6.300
CEMENT MASON 0.000 0.300		BLD		25.830	27.080	1.5	1.5	2.0	5.200	7.000
CEMENT MASON 0.000 0.200		HWY		23.350	24.850	1.5	1.5	2.0	5.300	3.850
CERAMIC TILE FNSHER 0.000 0.000		BLD		25.950	0.000	1.5	1.5	2.0	5.300	6.500
COMM SYSTEMS TECH 0.000 0.000		BLD		23.350	25.700	1.5	1.5	2.0	5.150	4.310
ELECTRICIAN 0.000 0.290		BLD		29.090	31.130	1.5	1.5	2.0	5.150	5.530
ELEVATOR CONSTRUCTOR 2.050 0.000		BLD		34.190	38.460	2.0	2.0	2.0	8.275	6.060
GLAZIER 0.000 0.300		BLD		22.930	0.000	1.5	1.5	2.0	4.320	3.800
HT/FROST INSULATOR 0.000 0.190		BLD		26.110	27.110	1.5	1.5	2.0	4.800	6.860
IRON WORKER 0.000 0.390		ALL		24.450	25.750	1.5	1.5	2.0	6.000	8.000
LABORER 0.000 0.600		BLD		21.000	21.450	1.5	1.5	2.0	5.350	6.500
LABORER 0.000 0.600		HWY		21.000	21.450	1.5	1.5	2.0	5.350	6.150
LATHER 0.000 0.320		BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800
MACHINIST 2.550 0.000		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650
MARBLE FINISHERS 0.000 0.000		BLD		25.950	0.000	1.5	1.5	2.0	5.300	6.500
MARBLE MASON 0.000 0.000		BLD		27.450	0.000	1.5	1.5	2.0	5.300	6.500
MILLWRIGHT 0.000 0.320		BLD		26.560	28.560	1.5	1.5	2.0	6.750	7.850
MILLWRIGHT 0.000 0.000		HWY		16.450	17.700	1.5	1.5	2.0	2.800	3.000
OPERATING ENGINEER 0.000 0.650		ALL	1	28.650	0.000	1.5	1.5	2.0	5.200	6.750

OPERATING ENGINEER 0.000 0.650	ALL 2	18.600	0.000	1.5	1.5	2.0	5.200	6.750
PAINTER 0.000 0.180	ALL	23.000	24.000	1.5	1.5	2.0	5.500	6.200
PILEDRIVER 0.000 0.320	BLD	27.650	29.650	1.5	1.5	2.0	6.750	6.800
PILEDRIVER 0.000 0.300	HWY	24.440	26.190	1.5	1.5	2.0	6.500	6.300
PIPEFITTER 0.000 0.510	ALL	28.850	31.010	1.5	1.5	2.0	5.450	4.750
PLASTERER 0.000 0.300	BLD	25.390	26.890	1.5	1.5	2.0	5.300	8.200
PLUMBER 0.000 0.510	ALL	28.850	31.010	1.5	1.5	2.0	5.450	4.750
ROOFER 0.000 0.350	BLD	23.850	26.850	1.5	1.5	2.0	3.950	3.500
SHEETMETAL WORKER 0.000 0.480	BLD	27.010	28.360	1.5	1.5	2.0	6.150	5.150
SPRINKLER FITTER 0.000 0.250	BLD	31.240	33.240	1.5	1.5	2.0	6.500	5.350
STONE MASON 0.000 0.630	BLD	24.970	26.470	2.0	2.0	2.0	5.300	6.400
TERRAZZO FINISHER 0.000 0.000	BLD	25.950	0.000	1.5	1.5	2.0	5.300	6.500
TERRAZZO MASON 0.000 0.000	BLD	27.450	0.000	1.5	1.5	2.0	5.300	6.500
TILE LAYER 0.000 0.320	BLD	27.150	29.150	1.5	1.5	2.0	6.750	6.800
TILE MASON 0.000 0.000	BLD	27.450	0.000	1.5	1.5	2.0	5.300	6.500
TRUCK DRIVER 0.000 0.000	ALL 1	25.010	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	ALL 2	25.410	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	ALL 3	25.610	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	ALL 4	25.860	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	ALL 5	26.610	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	O&C 1	20.010	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	O&C 2	20.330	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	O&C 3	20.490	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	O&C 4	20.690	0.000	1.5	1.5	2.0	6.500	2.225
TRUCK DRIVER 0.000 0.000	O&C 5	21.290	0.000	1.5	1.5	2.0	6.500	2.225
TUCKPONTER 0.000 0.630	BLD	24.970	26.470	2.0	2.0	2.0	5.300	6.400

Legend :

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

CRAWFORD COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATION SYSTEMS TECHNICIAN

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

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

Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

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

LANDSCAPING

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

Richland County Prevailing Wage for June 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		21.000	21.450	1.5	1.5	2.0	5.350	6.500	0.000	0.700
ASBESTOS ABT-MEC		BLD		20.800	0.000	2.0	2.0	2.0	5.000	3.400	0.000	0.000
BOILERMAKER		BLD		28.500	31.000	1.5	1.5	2.0	6.820	11.03	0.000	0.300
BRICK MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
CARPENTER		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
CARPENTER		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
CEMENT MASON		BLD		24.000	25.000	1.5	1.5	2.0	5.300	4.050	0.000	0.200
CEMENT MASON		HWY		23.500	25.000	1.5	1.5	2.0	5.300	3.700	0.000	0.200
CERAMIC TILE FNSHER		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
COMM SYSTEMS TECH		BLD		23.350	25.700	1.5	1.5	2.0	5.150	4.310	0.000	0.000
ELECTRICIAN		BLD		29.090	31.130	1.5	1.5	2.0	5.150	5.530	0.000	0.290
FLOOR LAYER		BLD		27.680	28.430	1.5	1.5	2.0	5.300	4.000	0.000	0.350
GLAZIER		BLD		22.930	0.000	1.5	1.5	2.0	4.320	3.800	0.000	0.300
HT/FROST INSULATOR		BLD		26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER		ALL		24.000	25.250	1.5	1.5	2.0	5.780	7.850	0.000	0.345
LABORER		BLD		21.000	21.450	1.5	1.5	2.0	5.350	6.500	0.000	0.600
LABORER		HWY		21.000	21.450	1.5	1.5	2.0	5.350	6.150	0.000	0.600
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
MARBLE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
MILLWRIGHT		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
MILLWRIGHT		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
OPERATING ENGINEER		ALL	1	28.650	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.650
OPERATING ENGINEER		ALL	2	18.600	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.650
PAINTER		ALL		23.000	24.000	1.5	1.5	2.0	5.500	6.200	0.000	0.180
PILEDRIVER		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
PILEDRIVER		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
PIPEFITTER		ALL		28.850	31.010	1.5	1.5	2.0	5.450	4.750	0.000	0.510
PLASTERER		BLD		23.500	24.500	1.5	1.5	2.0	5.200	3.550	0.000	0.100
PLUMBER		ALL		28.850	31.010	1.5	1.5	2.0	5.450	4.750	0.000	0.510
ROOFER		BLD		22.350	24.850	1.5	1.5	2.0	6.000	5.550	0.000	0.550
SHEETMETAL WORKER		ALL		27.210	28.460	1.5	1.5	2.0	6.000	4.770	1.630	0.120
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
STONE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TERRAZZO FINISHER		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
TILE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TRUCK DRIVER		ALL	1	25.010	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	2	25.410	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	3	25.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	4	25.860	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	5	26.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TUCKPONINTER		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

RICHLAND COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATION SYSTEMS TECHNICIAN

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than

16 ton. A-frame winch trucks, hydrolift trucks, 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 618/993-7271 for wage rates or clarifications.

LANDSCAPING

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

Wayne County Prevailing Wage for June 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		21.000	21.450	1.5	1.5	2.0	5.350	6.500	0.000	0.700
ASBESTOS ABT-MEC		BLD		20.800	0.000	2.0	2.0	2.0	5.000	3.400	0.000	0.000
BOILERMAKER		BLD		28.500	31.000	1.5	1.5	2.0	6.820	11.03	0.000	0.300
BRICK MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
CARPENTER		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
CARPENTER		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
CEMENT MASON		BLD		24.000	25.000	1.5	1.5	2.0	5.300	4.050	0.000	0.200
CEMENT MASON		HWY		23.500	25.000	1.5	1.5	2.0	5.300	3.700	0.000	0.200
CERAMIC TILE FNSHER		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
ELECTRICIAN		ALL		32.910	35.160	1.5	1.5	2.0	5.150	6.580	0.000	0.490
ELECTRONIC SYS TECH		BLD		25.700	27.200	1.5	1.5	2.0	5.150	3.340	0.000	0.250
FLOOR LAYER		BLD		27.680	28.430	1.5	1.5	2.0	5.300	4.000	0.000	0.350
GLAZIER		BLD		22.930	0.000	1.5	1.5	2.0	4.320	3.800	0.000	0.300
HT/FROST INSULATOR		BLD		26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER		ALL		24.000	25.250	1.5	1.5	2.0	5.780	7.850	0.000	0.345
LABORER		BLD		21.000	21.450	1.5	1.5	2.0	5.350	6.500	0.000	0.600
LABORER		HWY		21.000	21.450	1.5	1.5	2.0	5.350	6.150	0.000	0.600
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
MARBLE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
MILLWRIGHT		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
MILLWRIGHT		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
OPERATING ENGINEER		ALL	1	28.650	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.650
OPERATING ENGINEER		ALL	2	18.600	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.650
PAINTER		ALL		20.700	21.200	1.5	1.5	2.0	4.650	4.200	0.000	0.250
PAINTER OVER 30FT		ALL		23.800	24.300	1.5	1.5	2.0	4.650	4.200	0.000	0.250
PAINTER PWR EQMT		ALL		23.800	24.300	1.5	1.5	2.0	4.650	4.200	0.000	0.250
PILEDRIVER		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
PILEDRIVER		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
PIPEFITTER		BLD		28.750	31.620	1.5	1.5	2.0	6.000	7.500	0.000	0.400
PLASTERER		BLD		23.500	24.500	1.5	1.5	2.0	5.200	3.550	0.000	0.100
PLUMBER		BLD		29.500	32.450	1.5	1.5	2.0	6.600	7.500	0.000	0.550
ROOFER		BLD		19.700	20.500	1.5	1.5	2.0	5.700	3.800	0.000	0.000
SHEETMETAL WORKER		ALL		27.210	28.460	1.5	1.5	2.0	6.000	4.770	1.630	0.120
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
STONE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TERRAZZO FINISHER		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
TERRAZZO MASON		BLD		28.500	28.800	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TRUCK DRIVER		ALL	1	26.792	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER		ALL	2	27.192	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER		ALL	3	27.392	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER		ALL	4	27.642	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER		ALL	5	28.392	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TUCKPOINTER		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

WAYNE COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

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

Other Classifications of Work:

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

LANDSCAPING

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

Wabash County Prevailing Wage for June 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		21.000	21.450	1.5	1.5	2.0	5.350	6.500	0.000	0.700
ASBESTOS ABT-MEC		BLD		20.800	0.000	2.0	2.0	2.0	5.000	3.400	0.000	0.000
BOILERMAKER		BLD		28.500	31.000	1.5	1.5	2.0	6.820	11.03	0.000	0.300
BRICK MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
CARPENTER		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
CARPENTER		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
CEMENT MASON		BLD		25.830	27.080	1.5	1.5	2.0	5.200	7.000	0.000	0.300
CEMENT MASON		HWY		23.350	24.850	1.5	1.5	2.0	5.300	3.850	0.000	0.200
CERAMIC TILE FNSHER		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
COMMUNICATION TECH		BLD		18.350	19.650	1.5	1.5	2.0	0.000	0.550	0.000	0.000
ELECTRICIAN		BLD		27.560	29.560	1.5	1.5	2.0	5.150	6.340	0.000	0.360
FLOOR LAYER		BLD		27.680	28.430	1.5	1.5	2.0	5.300	4.000	0.000	0.350
GLAZIER		BLD		22.930	0.000	1.5	1.5	2.0	4.320	3.800	0.000	0.300
HT/FROST INSULATOR		BLD		26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.190
IRON WORKER		ALL		24.000	25.250	1.5	1.5	2.0	5.780	7.850	0.000	0.345
LABORER		BLD		21.000	21.450	1.5	1.5	2.0	5.350	6.500	0.000	0.600
LABORER		HWY		21.000	21.450	1.5	1.5	2.0	5.350	6.150	0.000	0.600
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
MARBLE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
MILLWRIGHT		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
MILLWRIGHT		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
OPERATING ENGINEER		ALL	1	28.650	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.650
OPERATING ENGINEER		ALL	2	18.600	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.650
OPERATING ENGINEER		O&C		14.570	0.000	1.5	1.5	2.0	4.200	2.200	0.000	0.000
PAINTER		BLD		22.850	23.850	1.5	1.5	2.0	5.150	3.950	0.000	0.250
PAINTER		HWY		24.000	25.000	1.5	1.5	2.0	5.150	3.950	0.000	0.250
PAINTER OVER 30FT		BLD		23.600	24.600	1.5	1.5	2.0	5.150	3.950	0.000	0.250
PAINTER PWR EQMT		BLD		23.850	24.850	1.5	1.5	2.0	5.150	3.950	0.000	0.250
PAINTER PWR EQMT		HWY		25.000	26.000	1.5	1.5	2.0	5.150	3.950	0.000	0.250
PILEDRIVER		BLD		28.530	30.030	1.5	1.5	2.0	5.300	4.000	0.000	0.350
PILEDRIVER		HWY		28.480	30.230	1.5	1.5	2.0	5.300	4.000	0.000	0.350
PIPEFITTER		BLD		27.580	29.230	1.5	1.5	2.0	5.450	7.010	0.000	0.700
PLASTERER		BLD		25.390	26.890	1.5	1.5	2.0	5.300	8.200	0.000	0.300
PLUMBER		BLD		27.580	29.230	1.5	1.5	2.0	5.450	7.010	0.000	0.700
ROOFER		BLD		24.690	26.190	1.5	1.5	2.0	5.440	4.000	0.000	0.000
SHEETMETAL WORKER		ALL		27.210	28.460	1.5	1.5	2.0	6.000	4.770	1.630	0.120
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
STONE MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TERRAZZO FINISHER		BLD		24.990	0.000	1.5	1.5	2.0	6.000	5.400	0.000	0.425
TERRAZZO MASON		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430
TILE MASON		BLD		25.470	26.970	1.5	1.5	2.0	6.000	5.400	0.000	0.425
TRUCK DRIVER		ALL	1	25.010	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	2	25.410	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	3	25.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	4	25.860	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		ALL	5	26.610	0.000	1.5	1.5	2.0	6.500	2.225	0.000	0.000
TRUCK DRIVER		O&C		13.940	0.000	1.5	1.5	2.0	2.550	1.500	0.000	0.000
TUCKPOINTER		BLD		26.010	27.510	1.5	1.5	2.0	6.400	5.700	0.000	0.430

Legend :

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

WABASH COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATIONS TECHNICIAN

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP

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

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck

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

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

OPERATING ENGINEER - OIL AND CHIP

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the

Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

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

Agenda Item #8F

FY 2007-2008 Budget Resolution

Agenda Item #8F

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: FY 2007-2008 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 18th at Olney Central College, and states that the budget will be adopted by the Board on September 18, 2007 by the Board following the hearing.

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

TLB/rs

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUDGET FY08

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 2008 fiscal year:

1. Date of Fiscal Year: July 1, 2007 - June 30, 2008
2. Publication of Notice of Public Hearing on Budget: On or before August 10, 2007.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 10, 2007.
4. Mailing Tentative Budget to Board of Trustees: August 10, 2007.
5. Public Hearing on Budget: September 18, 2007 at the hour of 6:00 p.m. to 6:30 p.m., local time, Olney Central College, 305 North West Street, Olney, IL 62450.
6. Adoption of Budget: September 18, 2007 following the Public Hearing.

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

Chairman, Board of Trustees

June 19, 2007
Date

Secretary, Board of Trustees

June 19, 2007
Date

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Agenda Item #8G

Blue Cross Blue Shield Insurance Renewal

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
SUBJECT: Blue Cross Blue Shield Renewal

District employees are presently covered for health and dental benefits under a contract with Blue Cross Blue Shield (BCBS) of Illinois. The current contract will expire on August 31, 2007 and BCBS has submitted a proposal for a renewal for one year of the existing contract. The proposal submitted asks for an 8.9% increase in health insurance premiums, and a 0.6% increase in dental premiums.

Health care related costs are expected to rise by 9.7% in 2008. Given our current claims experience, our carrier should anticipate claims payments to go up by approximately the same percent. Therefore, the BCBS renewal proposed is less than the anticipated increase in health care costs.

The District has had a very favorable experience with BCBS since its initial contract which began in September 2003. Since that initial contract, BCBS has increased the District's health care premiums as follows:

9-1-03	-	Initial Premium
9-1-04	15%	Increase
9-1-05	(7.3%)	Decrease
9-1-06	4.8%	Increase
9-1-07	8.9%	Increase Proposed

The District currently pays \$432.37 per month for employee health and dental coverage. These rates would increase to \$468.33 if the Board accepts the BCBS proposal.

The District has experienced such favorable premiums because of the excellent work of the District's HR Department led by Tara Buerster and the attention to detail of the District's Business Office led by Roger Browning.

Open enrollment under the new contract will need to occur in August. Therefore, I recommend that the Board accept the renewal proposal from BCBS and authorize me to contract with BCBS for the medical plan of Illinois Eastern Community Colleges pursuant to the renewal rates outlined above.

TLB/rs

Agenda Item #8H

Payment of Accrual Bills

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: Payment of Accrued Bills

The District's fiscal year ends on June 30th, and under general accounting rules, the District may pay accrued bills for a short period following the end of FY07. The accrual period runs from July 1st and ends on July 12th. On July 12th, all FY07 obligations received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

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

This procedure has been followed in prior years and I request the Board's approval to pay the FY07 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the July Board meeting.

TLB/rs

Agenda Item #8I

Motorcycle Rider Training Program/SIUC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: Motorcycle Rider Training Program/SIU-C

Southern Illinois University – Carbondale (SIU-C) and its Safety Center has provided motorcycle rider training courses at IECC’s Olney Central College (IECC/OCC). Both SIU-C and IECC/OCC wish to renew its existing agreement.

Pursuant to the agreement, IECC will make its property available for motorcycle rider training. SIU-C agrees to maintain general liability insurance and property damage insurance, worker’s comp, and educator’s professional liability during the pendency of the agreement. IECC/OCC agrees to carry similar insurance.

SIU-C shall indemnify and hold harmless IECC/OCC for all claims or actions arising out of acts or omissions of SIU-C. The agreement takes effect May 1, 2007 and shall terminate following the approved course schedule, but the agreement may be renewed by written mutual agreement.

I ask the Board’s approval of the Motorcycle Rider Training Program Facility Use Agreement which is attached.

TLB/rs

Attachment

FACILITY USE AGREEMENT

This Agreement entered into this _____ day of _____, 2007, between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Board of Trustees of Illinois Eastern Community College District 529 and Olney Central College (“IECC/OCC”) in Olney, Illinois.

WHEREAS, the University wishes to offer Motorcycle Rider Courses (“Courses”) at IECC/OCC pursuant to the Motorcycle Rider Training Program;

WHEREAS, IECC/OCC owns property in Olney suitable for offering said courses. The parties mutually agree as follows:

1. IECC/OCC will make property available to the University during various periods of time commencing after the date of this Agreement which times shall be specifically requested in writing by the University and approved by IECC/OCC, for offering the courses;

2. A. For the term of this Agreement, SIUC agrees to maintain the following types of insurance:

i. Comprehensive general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$2,000,000 aggregate coverage. IECC/OCC shall be named as additional insured to this policy;

ii. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$2,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

iii. Workers’ compensation and employer liability is provided through the State of Illinois Self-Insured Workers’ Compensation Plan, providing statutory limits of coverage for all State employees;

iv. Educator's professional liability coverage limited to \$1,000,000 per occurrence.

Certificates of Insurance (“COI”) providing evidence of these coverages may be provided upon request from IECC/OCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

B. For the term of this Agreement, IECC/OCC shall procure and maintain the following types of insurance:

i. Comprehensive general liability insurance “occurrence” basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 in respect of claims arising out of the personal injury, or sickness or death in any one

accident or disaster, and \$500,000 in respect of claims arising out of property damage in any one accident or disaster;

ii. Workers compensation insurance for all employees of IECC/OCC engaged in performing work or services under this agreement, as required by law. Employer liability for damages arising out of bodily injury, by accident or disease, including death at any time resulting there from, sustained by employees of CCAA while engaged in performing work or services under this Agreement in an amount of no less than \$500,000.

The insurance companies providing coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. IECC/OCC must agree to maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverages may be provided upon request from IECC/OCC. In the event of cancellation or non-renewal of above described insurance, IECC/OCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal;

3. In consideration of IECC/OCC providing property for the Courses, as set out above the University agrees as follows:

A. To the extent permitted by law, the University shall indemnify and hold harmless IECC/OCC, its agents and employees, from any claims, demands, or action arising out of the negligent acts or omissions of the University, its agents or employees, during the term of this Agreement. To the extent permitted by law, IECC/OCC shall indemnify and hold harmless the University, its agents and employees, from any claims, demands, or action arising out of the negligent acts or omissions of IECC/OCC, its agents or employees, during the term of this Agreement.

B. This Agreement shall apply only to injuries or damage arising out of the Motor Cycle Riders Training Program, for the specific dates on which the Course is held, during the term of this Agreement. If IECC/OCC is notified of any such alleged injury, IECC/OCC shall notify the University within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice. Notice shall be sent to Michael J. Ashner, Safety Center, 1435 Douglas Drive, Southern Illinois University, Carbondale, Illinois 62901

4. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

5. This Agreement is governed by and construed in accordance with the laws of the State of Illinois.

6. This Agreement shall be in effect as of May 1, 2007, through the end of the approved course schedule for 2007, unless either party terminates this Agreement as set forth in Section 4 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
OLNEY CENTRAL COLLEGE

By: _____
Jeff W. Holder Date
Director
Purchasing
Southern Illinois University Carbondale

By: _____
Terry L. Bruce Date
Chief Executive Officer
Illinois Eastern Community Colleges

Agenda Item #8J

Phlebotomy Affiliation Agreement – Salem Township Hospital

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: Salem Township Hospital - Affiliation Agreement

IECC wishes to enter into a new affiliation agreement with Salem Township Hospital, located in Salem, Illinois.

This affiliation agreement is for the Phlebotomy Program at Olney Central College.

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

TLB/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE PHLEBOTOMY PROGRAM**

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 7th day of May, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and Salem Township Hospital (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

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

3. DISTRICT #529 faculty will:

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

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

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

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

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

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

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

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

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

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

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

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

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

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing &
Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Adopted 6-2005

Agenda Item #8K

Federal Surplus Property Program Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: Resolution for Participation in State of Illinois
Federal Surplus Property Program

Periodically the Board of Trustees needs to reconfirm its interest in being able to purchase surplus property from the State of Illinois by adopting a resolution.

The District has utilized the surplus property program and should continue to participate. The District agrees to utilize any surplus property only in District official programs and that the District will use the property for at least one year and that it will not sell, loan or trade the items for one year without the written consent from the State of Illinois.

I ask the Board's approval of the resolution.

TLB/rs

Attachment

**RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM**

WHEREAS, Illinois Eastern Community Colleges District 529, consisting of the colleges of Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property, and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5.25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, Illinois Eastern Community Colleges District 529 agrees to the following terms and conditions; to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property for one year without the written consent from the State of Illinois; and

WHEREAS, Illinois Eastern Community Colleges District 529 understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

THEREFORE, WE, THE ELECTED BOARD OF TRUSTEES of Illinois Eastern Community Colleges District 529, do hereby consent and decree that Illinois Eastern Community Colleges District 529 is authorized to participate in the State of Illinois Federal Surplus Property Program.

**BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY
COLLEGES, COMMUNITY COLLEGE DISTRICT NO. 529**

By: _____
Board Chairman Date

By: _____
Board Secretary Date

Agenda Item #8L

Audit Committee Vacancy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: Audit Committee Vacancy

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

The Board appointed Marilyn Wolfe and Kevin Williams to be members of the committee. When Trustee Williams left the Board a vacancy occurred.

I would ask that the Board of Trustees appoint a member to fill the Williams vacancy.

TLB/rs

Agenda Item #8M

Building Lease Agreements

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2007
RE: Lease Agreements

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

1. OCC Cosmetology Lease – amendment to lease for the Cosmetology program property located at 104 E. Main, Olney, IL extends the lease through June 30, 2008. Monthly rent to increase by \$100.00 to \$1,100.00.
2. IECC Dislocated Worker Program Lease – amendment to lease for the Dislocated Workers office space located at 214 E. Main, Olney, IL extends the lease through June 30, 2008, the monthly rent remains the same at \$1,000.00.
3. IECC Illinois Employment Training Center (IETC) – updated lease for the IETC space located at 216 E. Main, Olney, IL. The lease is for the period of July 1, 2007 through June 30, 2008, the monthly rent remains as the same as the prior lease at \$860.00.
4. IECC/CMS IDES Sublease – amendment to sublease with Central Management Services for IL Dept. of Employment Security, located at 216 E. Main, Olney, IL to extend the lease through June 30, 2008, monthly rent remains the same at \$476.44.
5. IECC/Lakeland College Sublease – amendment to sublease with Lakeland College Dislocated Workers Center for property located at 216 E. Main, Olney, IL extending the sublease to June 30, 2008, monthly rent remains the same at \$772.00.
6. IECC/CEFS Sublease – amendment to sublease with CEFS Economic Opportunity Corporation for property located at 216 E. Main in Olney, IL, extending the sublease to June 30, 2008, the monthly rent remains the same at \$200.00.
7. IECC/ILWIB Sublease – amendment to sublease with Illinois Local Workforce Investment Board for property located at 216 East Main Street, Olney, IL, to extend to June 30, 2008, the monthly rent at \$125.00 or such higher rate as to be determined.
8. IECC/Elvan Wallace and A. Carol Wallace – lease for the Frontier Newton Center located at 207 E. Jourdan St., Newton, IL expiring on June 30, 2010, the monthly rent increases by \$38.00 to \$875.00.

9. OCC Phlebotomy and Massage Therapy Lease – lease for the Phlebotomy and Massage Therapy programs located at 108 East Main Street, Olney, IL. A three year lease began September 1, 2005 and ends August 31, 2010. On September 1, 2007 the rent increases \$300.00 per month to \$1,500.00 per month.
10. IECC and Janet E. David Trust Lease – Three year lease commencing April 1, 2004 and ending on March 31, 2007 for Career and Technical Education and Small Business Development Center Offices located at 702 West High Street, Olney, IL. The lease is hereby extended from March 31, 2007 through June 30, 2008. The rent remains the same at \$1,000.00 per month.
11. IECC/LTC and City of Robinson - Intergovernmental Agreement between IECC/LTC and the City of Robinson for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street. This agreement is currently under review.
12. 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 October 18, 2005 and is hereby extended to June 30, 2009. In lieu of rent, IECC agrees to provide maintenance to the building's interior and exterior, provide janitorial services, telephone, insurance, and utility services.
13. IECC/FCC/and Frontier Community College Foundation Extension Building Sublease – The Frontier Community College Foundation currently leases a building located at 2-B Frontier Drive, Fairfield, IL, commonly known as the Extension Building from the University of Illinois Board Of Trustees. IECC subleases from the Foundation reasonable access and use of the facility for college purposes. Sublease began March 20, 2001 and is hereby extended to June 30, 2009. In lieu of rent, IECC agrees to provide maintenance to the building's interior and exterior, provide janitorial services, telephone, insurance, and utility services.
14. IECC/Wrightsmen-Musso Girard Lease – Lease by IECC of office and classroom space at 170 West Center Street, Girard, IL, for two years commencing January 1, 2007 and ending December 31, 2009, at a monthly rent of \$700.00. This lease was approved by the Board on February 20, 2007.
15. IECC/LTC CEFS Lease – Lease by IECC/LTC of a resource room for an Illinois Education and Training Center (IETC) located at Lincoln Trail College to CEFS at a monthly rental of \$40.00. Authority is granted to the CEO to prepare and execute a two year lease.

TLB/rs

**AMENDMENT TO LEASE AGREEMENT
OCC Cosmetology Lease**

This Amendment to Lease Agreement is entered into this 19th day of June 2007, 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, paragraph 1, Rent and Term of the initial Lease provided, in part, as follows:

The initial term of this Lease shall be for a period of two (2) years, and Lessee agrees to pay Lessor as rent the monthly sum of One Thousand Dollars (\$1,000.00). The annual rental payment shall be paid to Lessor on or before the 30th of each month of the initial term and any renewal or extension thereof. Lessee shall have the right to renew this lease for an additional year or years up to a total of three additional years, by giving written notice of same to Lessor no less than ninety days prior to the expiration of the original term or any renewal or extension thereof. Lessee may exercise this option a maximum of three times (i.e., three individual one-year extensions). In no event shall this option of Lessee extend the term of this agreement beyond June 30, 2009.

Whereas, Lessee is current in its Lease payments to Lessor through June 30, 2007.

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

6. Lessee desires to extend the current Lease Agreement through June 30, 2008 and Lessor is agreeable with such an extension.
7. The Lessee agrees to pay to Lessor the sum of One Thousand Dollars (\$1,100.00) on or before the 30th of each month.
8. 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

AMENDMENT TO LEASE AGREEMENT
IECC Dislocated Worker Program Lease

This Amendment to Lease Agreement is entered into this 19th day of June 2007, by and between Tom Fehrenbacher (Lessor) and Illinois Eastern Community College District #529 (Lessee).

Whereas, the parties hereto entered into a Lease Agreement dated October 1, 1997, and an Amendment to Lease Agreement dated July 20, 2000, pertaining to the leasing of:

“storefront premises at 214 East Main Street, Olney, IL, to be used by Tenant for offices.”

Whereas, the original Lease commenced on October 1, 1997;

Whereas, desire to extend said Lease Agreement;

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

1. Lessee desires to extend the current Lease Agreement through June 30, 2008.
2. The Lessee agrees to pay to Lessor the sum of One Thousand One Hundred Dollars (\$1,100.00) per month as the rent for the period from July 1, 2007, through and including June 30, 2008. Said payment shall be made on the 1st day of each month beginning July 1, 2007.
3. Lessee agrees to be responsible for the removal of snow and ice from all walk areas.
4. The parties hereto agree that in all other respects, paragraphs 1 through 17 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
Illinois Employment Training Center (IETC)

THIS LEASE made the 19th day of June 2007, by and between Tommie D. Fehrenbacher of 1317 E. Scott Street, Olney, Illinois, hereinafter called "Landlord", and Illinois Eastern Community Colleges, hereinafter called "Tenant".

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

1. The Landlord hereby leases to Tenant the premises consisting of all rooms located at 216 East Main, in the City of Olney, Illinois; to be used by Tenant for a office facility; for a term commencing 12:01 a.m. of 7/1/07 and terminating 12:01 a.m. of 6/30/08; at a rental of \$960.00 per month payable on the 1st day of each month at the beginning of the month; first payment to be made on this 1st day of July, 2007 and like payment of \$960.00 on the 1st day of each 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, or renewal hereof, 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 operation of air conditioning.
6. During the term hereof, or renewal hereof, if any, 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, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.
7. Landlord will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
8. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant 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 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 therefor shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title and interest of the Landlord in and to said premises and building.

9. Landlord shall have free access to the 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 a 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 anytime 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 \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
14. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.
15. Tenant may sublease office space during the terms of this lease, including any renewal periods, if tenant performs all agreements and covenants contained herein.
16. If Tenant shall pay the rent herein provided and perform all agreements and covenants herein contained to be kept and performed by Tenant, Tenant shall have an annual option to renew this lease upon the same terms, covenants and conditions herein contained excepting that of rent. This option shall be considered exercised unless Tenant notify Lessor in writing no later than May 31st of each calendar year, that he wishes to terminate the lease as of June 30th of such calendar year. During the term of renewal the rental for the premises shall be computed as follows: the rental of \$860.00 per month shall be multiplied by a fraction, the numerator of which shall be the consumer's price index as hereinafter defined for the 1st day of _____, 20__, and the denominator of which shall be the consumer's price index on the 1st day of _____, 20__. The product of such multiplication shall be the fixed monthly rental for the extension term of ____ () years, commencing on the date of such extension (). The "Consumer's Price Index" shall mean consumer's price index for urban wage earners and clerical workers, St. Louis, Missouri, published by the U.S. Bureau of Labor Statistics and computed on or adjusted to the 1967 base.
17. Landlord covenants that Tenant 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.

CMS

**STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT
SERVICES**

REAL ESTATE LEASE NO. 5580

LEASE

BETWEEN

STATE OF ILLINOIS,

THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, AS LESSEE

AND

ILLINOIS EASTERN COMMUNITY COLLEGES, AS LESSOR

AT

216 E. MAIN STREET

OLNEY, ILLINOIS 62450

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LEASE AGREEMENT

ARTICLE I. BASIC LEASE PROVISIONS

1.01 DATE AND PARTIES

This Lease (this "Lease") entered into this 22nd day of June 2006 by and between Illinois Eastern Community Colleges, (the "Lessor") and the State of Illinois, Department of Central Management Services for the use of the State entities specified herein (the "Lessee"). The using agency is: Department of Employment Security

This is a Sub-Lease; where the words Lease, Lessor or Lessee are written, the words Sub-Lease, Sub-Lessor and Sub-Lessee are implied.

1.02 NOTICES

All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

Lessor:	<u>Illinois Eastern Community Colleges</u> <u>233 E. Chestnut St.</u> <u>Olney, Illinois 62450</u>	Lessee:	<u>Department of Central Management Services</u> <u>Transactions & Property Administration</u> <u>721 Stratton Office Building</u> <u>Springfield, Illinois 62706</u>
E-mail:	<u>brucet@iecc.edu</u>		
Emergency:	n/a		
Telephone:	<u>618.393.2982</u>		
Fax:	<u>618.395.1819</u>		
Attention:	<u>Mr. Terry Bruce</u> <u>Chief Executive Officer</u>	Attention:	<u>Manager, Transactions & Property Administration</u>
With a copy to:		With a copy to:	<u>Department of Employment Security</u> <u>Mr. John Rogers</u> <u>33 S. State St.</u> <u>10th Floor – Room 1004</u> <u>Chicago, Illinois 60603</u>
Telephone:		Telephone:	<u>312.793.5543</u>
Facsimile:		Facsimile:	<u>312.793.4875</u>
E-mail:		E-mail:	<u>jrogers1@ides.state.il.us</u>

1.03 PREMISES

Lessor leases to Lessee upon the terms and conditions contained in this Lease, the "Premises" consisting of 693 rentable square feet of office type of space on the 1st floor (the "Premises"). The Premises are located in the building containing 1,925 rentable square feet and further identified as the "Building":

216 E. Main Street

Olney, Illinois 62450

Richland County

Lessee shall have the right, in common with others, to use the "Common Area Facilities" of the Building which may include, but are not limited to, sidewalks, parking areas, driveways, hallways, stairways, public restrooms, common entrances, lobby, emergency systems, and other similar public areas and access ways of the Building and the Land.

Lessee's percentage of Net Building Rentable Area: 36%

1.04 AREA MEASUREMENT

For purposes of this Lease, the Premises and the Building shall be based on Area Measurement Rules, Section 5000.310, Illinois Administrative Code derived from "Standard Method of Measuring Floor Area in Office Buildings," Building Owners and Management Association (BOMA), International.

1.05 LEASE TERM

The initial term of this Lease is for 10 months and shall begin on Sept. 1, 2006 (the "Lease Commencement Date"), and shall expire on June 30, 2007 (the "Lease Expiration Date"). The term of this Lease shall be referred to as the "Lease Term."

1.06 EARLY TERMINATION

Lessee shall have the option to terminate this Lease by providing ninety (90) days' prior written notice to the Lessor.

1.07 (Intentionally Omitted.)

1.08 LESSOR'S FAILURE TO MAKE IMPROVEMENTS

In the event there are future agreements for improvements required to be made by the Lessor, and the Lessor shall fail to make all improvements as required, including not later than the completion date specified, Lessor shall be subject to a non-waivable, mandatory penalty. The requirement for written notice by Lessee in Section 10.01 of this Lease shall not be a prerequisite to commence the date the penalty begins to run. The penalty shall consist of a reduction in lease payments equal to the corresponding percentage of the improvement value to the lease value. The penalty shall continue until the Lessor complies with the lease and the improvements are certified by the chief procurement officer and the Lessee. The penalty described in this Section is not in lieu of, but shall be in addition to, any other remedies provided Lessee at law or pursuant to the terms and conditions of this Lease, including but not limited to, those remedies of Lessee described in Section 11.06 herein.

ARTICLE II. LESSEE'S OBLIGATION TO PAY RENT

2.01 RENT

Lessee shall pay Rent to Lessor (the "Rent"), in accordance with the Rent Schedule attached as Exhibit C. Lessee shall pay the monthly Rent, in arrears, subject to legislative appropriation, by State warrant. The Rent shall be prorated on a per diem basis based on 365 days for the first month or the last month of the Lease Term if the Lease Commencement Date is not the first day of a calendar month, or the Lease Expiration Date is not the last day of a calendar month. Send payment to: Illinois Eastern Community Colleges, c/o Roger Browning, 233 E. Chestnut St., Olney, Illinois 62450.

2.02 (Intentionally Omitted.)

ARTICLE III. LESSOR'S OBLIGATIONS

3.01 CARE AND MAINTENANCE

Lessee accepts the Premises as presently constituted except for non-compliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of Improvements required to be made by Lessor, if any, in strict conformity with the provision of Article 1.07 (IMPROVEMENTS) herein.

Lessor shall provide Lessee with the services stated below at Lessor's sole cost and expense and in a manner consistent with those services provided by other lessors of similar buildings of comparable age, condition, character, size, and lessee composition in the same geographic market sector.

- A. Power as required to supply heating, cooling, and ventilation to maintain the Premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary commercial grade fixtures for heating, cooling, water, electricity, plumbing, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Fluorescent lamps, ballasts, and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold potable water and sewer as required by Lessee.
- G. Cleaning service and scavenger service to keep Premises clean, healthful, and sightly as per attached Janitorial Specifications (Exhibit D).
- H. Integrated Pest Management service to ensure Premises are pest and rodent free, as per attached Integrated Pest Management Services (Exhibit K).
- I. (Intentionally Omitted.)
- J. Service and maintenance of fire extinguishers.
- K. Snow and ice removal from sidewalks and parking areas adjacent to the Premises.
- L. Maintenance of lawn and shrubs.
- M. Parking for 30 vehicles. General maintenance of parking lot.
Address of parking lot: directly behind building; 216 York St., Olney, Illinois 62450. Parking shall be available and accessible to Lessee for Lessee's use twenty-four (24) hours per day, seven (7) days per week.
- N. Provide for surface mounted raceways or wall cavity conduit that allows Lessee to install computer and telecommunications wiring.
- O. All general maintenance and repairs not caused by Lessee's negligence.
- P. Maintenance of and service to all Common Area Facilities, which shall include cleaning, HVAC, electrical current and illumination, repairs, replacement, and trash disposal.
- Q. Operation, maintenance and monitoring of all security systems and life safety systems.
- R. The Lessor shall provide the above services during the Business Hours specified in Exhibit C.

S. (Intentionally Omitted.)

T. (Intentionally Omitted.)

3.02 ELECTRICITY

Electricity shall be paid for by the Lessor.

3.03 LIFE SAFETY AND SECURITY REQUIREMENTS

Lessor shall maintain the Life Safety and Security systems and shall comply with all requirements of all prevailing governmental authorities having or claiming jurisdiction over the Building and the Common Area Facilities.

3.04 ACCESSIBILITY

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered improved, or newly constructed to conform to the applicable technical standard described in the Code. Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990 and all relevant regulations promulgated thereunder.

ARTICLE IV. LESSEE'S RIGHTS AND OPTIONS

4.01 SUBLEASING AND ASSIGNMENT

Lessee may sublease all or any part of the Premises or assign this Lease upon the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.02 SUBSTITUTION

Lessee may substitute using agencies in the Premises upon thirty (30) days' written notice to the Lessor.

4.03 ALTERATIONS

Lessee may make improvements, additions, installations, decorations, and changes ("Alterations") of a non-structural nature to the Premises without Lessor's prior written approval. Non-structural Alterations means any Alterations which do not affect any of the major Building systems or structural components. Lessee may make any other alterations to the Premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.04 (Intentionally Omitted.)

4.05 RENEWAL OPTION

The Lessee has the right to renew the Lease for four further periods of 12 months each at the rate specified in Exhibit C, subject to the following modifications: 1) Rent payments representing the value of any fully amortized Lessee Improvements (in the event there are any future agreements for improvements) shall be deducted from Rent; 2) Lessee may request and negotiate with the Lessor for additional Rent concessions, subject to the maximum renewal rental rates and concessions specified in Exhibit C, provided Lessee gives ninety (90) days' written notice to Lessor of its intention to exercise such option.

4.06 (Intentionally Omitted.)

4.07 (Intentionally Omitted.)

4.08 TELECOMMUNICATIONS

Lessor shall impose no fee on Lessee's telecommunications line, including fees on the vendor of telecommunication services. Additionally, Lessee's choice of telecommunications vendor shall not be unreasonably restricted by Lessor.

ARTICLE V. LIABILITY

5.01 INSURANCE AND INDEMNITY

A. Lessor's Insurance

Lessor shall maintain in full force and effect during the Lease Term all-risk property damage insurance for the Building and the Common Area Facilities and all improvements on the Land and the Lessee Improvements described in Exhibit B (Improvements), in the amounts of the full replacement values thereof, as the values may exist from time to time. Boiler and Machinery Insurance; Comprehensive General Liability Insurance, including Contractual Liability, on an occurrence basis with limits of not less than \$5,000,000 per occurrence (this may be accomplished in the form of one policy and/or a combination of a primary policy and umbrella excess totaling \$5,000,000); Worker's Compensation and Employer's Liability Insurance for all of Lessor's agents, employees, and contractors; Automobile Liability Insurance for any automobiles or vehicles operated by Lessor, its agents, employees, or contractors in connection with the operation or maintenance of the Building and the Common Area Facilities, with limits of not less than \$1,000,000. Lessor's insurance shall be issued by insurance companies licensed to do business in the state where the Building is situated, with a general policyholder rating of at least A-and a financial rating of at least V in the most current Best Insurance Report available at the time of execution of this Lease. If the Best's ratings are changed or discontinued, Lessor and Lessee shall agree to an equivalent method of rating insurance companies. Lessor shall annually provide a Certificate of Insurance that meets these specifications to CMS upon request.

B. Lessee's Insurance

Lessee is self-insuring. A Certificate of Insurance of the Lessee's self-insurance coverage will be provided upon request. Limits of coverage are in accordance with existing State of Illinois statutes.

5.02 ENVIRONMENTAL ASSESSMENT

Lessor acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation of the Lessor requiring any demolition or renovation activity completed on behalf of the State of Illinois to comply with the standards set forth in 40 CFR 61.145.

Lessor agrees to indemnify, defend, and hold Lessee harmless from any costs and expenses, including attorney fees, incurred by Lessee, due to any liability arising from mold, asbestos claims or from any liability arising from any claims due to the presence of Hazardous Materials in the Building.

5.03 HOLDOVER

If, after the expiration of the Lease, the Lessee retains possession of the Premises, the Lease shall continue in full force and effect on the same terms and conditions except the Lease shall be on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the last month of the expired Lease Term less any funds being paid by the Lessee during the term towards fully amortized Lessee Improvement costs. Refer to Exhibit C for Holdover Rent amount.

ARTICLE VI. STANDARD TERMS AND CONDITIONS

6.01 REQUIREMENTS OF LAW

Lessor shall be responsible for compliance, at Lessor's sole cost and expense, with all statutes, rules, ordinances, orders, codes and regulations, and legal requirements and standards issued thereunder, as the same may be enacted and amended from time to time (collectively referred to in this Lease as the "Laws"), which are applicable to all or any part of the physical condition and occupancy of the Building, the Common Area Facilities, or the Land or additions thereto.

Lessor represents and warrants that the Building, the Common Area Facilities, and the Premises are in compliance with the Laws as of the Lease Commencement Date.

Lessor shall also obtain, at Lessor's sole cost and expense, any permit, license, certificate, or other authorization required for the lawful and proper use and occupancy by Lessee or any other party of all or any part of the Premises, and shall exhibit the same to Lessee upon Lessee's request.

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered, improved, or newly constructed to conform to the applicable technical standard described in the Code. For facilities carrying out programs funded in whole or in part by Federal funds, the Lessor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973.

Lessor shall notify Lessee of any violation notices or waivers of building, OSHA or life safety codes, or outstanding insurance carrier recommendations that Lessor receives, with respect to the Building and the Common Area Facilities. Lessee shall notify Lessor of any OSHA violation notices with respect to the Premises. Lessor shall be responsible for the compliance of the Common Area Facilities with applicable laws relating to architectural barriers to the disabled, including but not limited to the law commonly known as the "Americans with Disabilities Act of 1990" (the "ADA") and all relevant regulations promulgated thereunder. Lessor hereby agrees to indemnify, defend, and hold Lessee harmless from all loss, cost, liability, or expense, including reasonable attorney fees, resulting from its failure to comply with all laws relating to the Premises and condition of the Common Area Facilities, including but not limited to the ADA.

6.02 PREVAILING WAGE

All Lessee Improvement work completed on behalf or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

6.03 FISCAL FUNDING

This Lease shall be subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to pay the Rent or other obligations of Lessee hereunder. Lessor acknowledges that all obligations of the Lessee shall also immediately terminate in the event any Federal funding source, upon which the Lessee is dependent to pay Rent or other charges under the terms of this Lease, fails to appropriate or otherwise make available the funds required.

ARTICLE VII. LOSS OF PREMISES

7.01 DAMAGES/UNTENANTABILITY

If the Premises or the Building are totally destroyed by fire or any other casualty, this Lease shall automatically terminate as of the date of such destruction. If any portion of the Building, the Common Area Facilities, or the Premises are damaged to the extent that Lessee cannot use any portion of the Building, or Common Area Facilities, or the Premises to conduct its business for at least ninety (90) days, Lessee may terminate this Lease as of the date of damage by notice to Lessor within thirty (30) days after such date. If the Building or any portion of the Common Area Facilities or the Premises are damaged by fire, casualty, or any other cause then, except as provided below, the damage shall be promptly repaired by and at the sole cost and expense of Lessor. Until such repairs and restoration are completed, the rent shall be abated in proportion to the portion of the Premises or Common Area Facilities that are unusable or inaccessible by Lessee in the conduct of its business by virtue of such casualty.

7.02 CONDEMNATION

If, during the term of this Lease or any renewal, the whole or part of the Premises is condemned so as to make the Premises unusable or a considerable loss of utility results, the Lessee may terminate the Lease by giving at least thirty (30) days' written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

ARTICLE VIII. ESTOPPEL

8.01 ESTOPPEL CERTIFICATE

Lessee shall, upon written request from Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the Rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default.

ARTICLE IX. NON-DISTURBANCE AND QUIET ENJOYMENT

9.01 NON-DISTURBANCE

This Lease and any extensions of the term hereof shall be subordinate, at the option of Lessor, to any and all encumbrances given by Lessor on the Premises or to secure funds for any building to be constructed by Lessor or the completion of other renovations or improvements to the existing structures located on the Premises to be performed by Lessor. Lessee agrees to enter into and execute a written Agreement of Subordination, Non-Disturbance and Attornment in the form provided in Exhibit F attached hereto provided, however, that such agreement previously executed by the Lender specified therein shall be tendered to Lessee simultaneously with this Lease following execution of this Lease by Lessor.

9.02 QUIET ENJOYMENT

Lessee shall have the peaceful and quiet enjoyment and possession of the Premises without any interference from Lessor or any person claiming by, through, or under Lessor.

ARTICLE X. DISPUTES

10.01 DEFAULT BY LESSOR

If Lessor fails to perform any of its obligations under this Lease (a "Lessor Default"), Lessee may give Lessor notice specifying the Lessor Default. If a cure is not accomplished within fifteen (15) days after receiving notice from Lessee or within a reasonable period of time thereafter if the Lessor Default cannot be cured within fifteen (15) days and Lessor is pursuing a cure with due diligence, then in addition to all rights, powers, or remedies permitted by Law, Lessee may (i) correct the Lessor default and deduct the cost from the Rent; or (ii) withhold the payment of Rent and any other sums due hereunder until Lessor has corrected the specified Lessor Default; or (iii) upon the failure of Lessor to cure any Lessor Default within thirty (30) days of receipt of notice thereof, Lessee shall have the right to seek the judicial remedy of specific performance, or to terminate this Lease by providing Lessor with notice of such termination.

10.02 REDUCTION OF SERVICES

The Rent is based in part upon services that Lessor shall provide as described in Section 3.01 (CARE AND MAINTENANCE). If, for any reason, Lessor does not provide any or all of these services in the manner described in Section 3.01 for more than five (5) consecutive days following notice of such failure from Lessee, the Rent shall be abated on a per diem basis for the period of interruption beginning with the date the interruption in services began and ending when the services are fully restored.

10.03 SELF HELP

In the event that the Lessor has failed to perform any of its services or maintenance within the Premises, then Lessee shall have the right to perform such maintenance or service and charge Lessor. Lessee may offset the associated costs against rent if Lessor does not pay Lessee's invoices.

10.04 GOVERNING LAW

This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE XI. MISCELLANEOUS

11.01 FORCE MAJEURE

After the Lease Commencement Date, or after Lessee takes occupancy of the Premises neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Lease if the party's failure to perform is attributable to war, riot, acts of God, or the elements or any other unavoidable act not within the control of the party whose performance is interfered with and that by reasonable diligence such party is unable to prevent. However, neither party shall be excused from the timely performance of its obligations under this Lease for a period of time greater than ninety (90) days on account of force majeure.

11.02 OCCUPANCY AND SURRENDER

All improvements including but not limited to systems furniture and Lessee trade fixtures, including moveable partitions, panels, screens, and HVAC systems provided by Lessee, are Lessee's property and shall remain Lessee's property at the expiration of the Lease Term, unless otherwise so elected by Lessee.

Upon the termination of this Lease, Lessee's only requirement shall be to return the Premises in broom-clean condition.

11.03 BINDING ON SUCCESSORS

This Lease shall bind the parties, their heirs, successors, representatives, and permitted assigns.

11.04 PARTIAL INVALIDITY

If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to all other persons and circumstances shall not be affected and shall be valid and enforceable to the fullest extent of the law; provided, however, if the provisions of this Lease relating to Lessee's stated use of the Premises shall be determined by any government agency having jurisdiction to be invalid or unenforceable, this Lease, effective as of the date of such determination, shall be, and shall be deemed to be, void and of no further force or effect, and Lessee shall have no further obligations hereunder.

11.05 WAIVER

The failure of either party to exercise any of its right is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

11.06 BREACH

Failure of the Lessor to comply with this Lease, including but not limited to the failure to complete Improvements in accordance with specifications or within the time as agreed upon in this Lease, or failure to make or complete in a reasonable time necessary repairs is a breach of this Lease. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the Lease. If the Lease is terminated, Lessee may remain in possession, making payments at the current monthly rate until suitable substitute premises are available. Rental periods less than one full month shall be prorated on a daily basis.

11.07 COVENANTS BINDING

All covenants and representations made in this Lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this Lease may be modified or additional requirements established without the express written approval of the Lessor.

11.08 EXAMINATION OF RECORDS

Lessor agrees to allow Lessee to examine all records pertaining to this Lease, to verify compliance with this Lease and costs associated with this Lease.

11.09 OWNERSHIP

Lessor covenants and warrants that record title to the Premises is held by the Lessor or that Lessor has lawful authority and the requisite site control to enter into this Lease by virtue of other contractual agreements with the record title owner or subsequent transferees, assigns, or successors in interest (i.e., Lessee, Sub-Lessee, Contract Purchaser, Optionee, etc.). Failure by the Lessor to fully and accurately complete the provisions of Exhibit G, the Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by the Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this Lease and vacate the Premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this Lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such breach.

11.10 CHANGE OF OWNERSHIP OR BENEFICIAL INTEREST

Lessee must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, administrative rule, or regulation governing real estate transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to the Lessor shall be specifically subject to the liquidated damages provisions of the preceding Article for material breach in failing to comply with disclosure requirements.

11.11 GOVERNING LAW AND JURISDICTION

Illinois law shall be used in interpreting this Lease and in determining the rights of the parties under its terms and conditions. Jurisdiction shall be in the State of Illinois Court of Claims as to any legal action or proceeding filed by Lessor for litigation of rights or claims against the Lessee.

11.12 NON-DISCRIMINATION

Lessor, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act of 1990, and rules applicable to each. The Department of Human Rights Equal Employment Opportunity clause is incorporated by reference.

11.13 TIME IS OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

11.14 REMEDIES CUMULATIVE

All remedies provided for the benefit of the Lessee under this Lease are cumulative. Lessee's selection and imposition of a particular remedy shall not be deemed an election of remedies under this Lease.

11.15 ENTIRE AGREEMENT

This Lease and all of its written and attached Exhibits, riders, addendums, modifications, and amendments constitutes the entire agreement between Lessor and Lessee with respect to the Premises and the Common Area Facilities and may be amended or altered only by written agreement executed by both parties. Lessor warrants that it owns the Building as described herein, and each party warrants that it is authorized to enter into this Lease.

11.16 ATTACHMENTS

The following exhibits are part of this Lease and were attached before this Lease was signed by the parties:

Exhibits: C. Base Rent Schedule

- D. Janitorial Specifications
- G. Real Estate Disclosure Statement
- H. Lessor Certification
- I. Federal Tax Identification Number
- K. Integrated Pest Management Services

11.17 AUTHORITY TO EXECUTE

Parties signing this Lease on behalf of the Lessor certify that they have authority to execute the Lease and to commit to all described covenants.

LESSOR: ILLINOIS EASTERN COMMUNITY COLLEGES

BY _____
DATE _____

PRINTED NAME _____

TITLE _____

ATTEST _____

STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

BY _____ **DATE** _____

PRINTED NAME Paul J. Campbell

_____ **TITLE** Director

Negotiated By: Susan Solon June 22, 2006
 Leasing Representative Date

EXHIBIT C – PAYMENT OF RENT

RENT SCHEDULE

Year	Rent/ RSF	Monthly Rent	Annual Rent
Year 1 (Sept. 1, 2006 – June 30, 2007)	\$8.25	\$476.44	\$4764.40
		Term Total:	\$4764.40

RENEWAL OPTION 1

Year	Rent/ RSF	Monthly Rent	Annual Rent
Year 1 (July 1, 2007 – June 30, 2008)	\$8.33	\$481.06	\$5772.72
		Term Total:	\$5772.72

RENEWAL OPTION 2

Year	Rent/ RSF	Monthly Rent	Annual Rent
Year 1 (July 1, 2008 – June 30,	\$8.41	\$485.68	\$5828.16

2009)			
		Term Total:	\$5828.16

RENEWAL OPTION 3

Year	Rent/ RSF	Monthly Rent	Annual Rent
Year 1 (July 1, 2009 – June 30, 2010)	\$8.49	\$490.30	\$5883.60
		Term Total:	\$5883.60

RENEWAL OPTION 4

Year	Rent/ RSF	Monthly Rent	Annual Rent
Year 1 (July 1, 2010 – June 30, 2011)	\$8.57	\$494.92	\$5939.04
		Term Total:	\$5939.04

The Lessee expressly reserves the right granted in Article 4.05 to make proposals and negotiate for a (i) reduction in base rent, (ii) an increase in the rent concessions, (iii) additional Improvements, or (iv) additional refurbishment allowances in connection with exercising the renewal option stated in the Lease. The Lessor is under no obligation to agree to such proposals, in which event, upon notification of the exercise of the lease renewal option by the Lessee, the rates set forth in this Exhibit C will take effect.

HOLDOVER RENT

If, after the expiration of the Lease, Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$8.25/RSF. If, after the expiration of Renewal Option (1), Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$8.33/RSF. If, after the expiration of Renewal Option (2), Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$8.41/RSF. If, after the expiration of Renewal Option (3), Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$8.49/RSF. If, after the expiration of Renewal Option (4), Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$8.57/RSF.

EXHIBIT C – PAYMENT OF RENT (continued)

For State of Illinois Use Only	
<u>\$8.25</u>	Annual Sq. Ft./Base Rent
<u>Inc.</u>	Gas
<u>Inc.</u>	Electric
<u>Inc.</u>	Water
<u>Inc.</u>	Janitor
<u> </u>	Other Costs
<u> </u>	Tenant Improvement Cost
\$8.25	Estimated Full Service Cost

BUSINESS HOURS

The cost of services specified in Article 3.01 shall be borne by the Lessor if supplied during regular "Business Hours" (defined as from 12:00 a.m. through 11:59 p.m. Monday through Friday and from 12:00 a.m. to 11:59 p.m. on Saturday). Lessee may request the services specified in Article 3.01 outside of "Business Hours" or on Holidays and the same shall be supplied to Lessee upon Lessee's advance notice. The cost for additional HVAC or electrical services shall be at the rate of \$0.00 per hour. The costs of these additional services shall in no event exceed the Lessor's actual costs for supplying the services.

EXHIBIT D

Lease No. 5580

JANITORIAL SERVICES

Department of Employment Security
216 E. Main St.
Olney, Illinois 62450

Pursuant to the Solid Waste Management Act [415 ILCS 20] the Using Agency is required to cooperate with the Department of Central Management Services in the implementation of recycling programs. Janitorial services provided by the Lessor shall include the placement of recyclable material, collected in various areas of the building, into the proper containers provided by the State in a centrally located interior or exterior area of the facility for the collection by various vendors contracted by the State. The Lessor shall provide an adequate waste disposal area and vehicular access to this area in accordance with all governing laws and codes as a condition of leasing to the State of Illinois.

Work Specification List

<u>WORK ITEM AND LOCATION</u>	<u>OPERATION</u>	<u>FREQUENCY</u>
OFFICE AREA:		
Trash	Empty	Daily
Ash Trays	Empty & Clean	Daily
Desks	Dust	Daily
Carpet	Vacuum	Daily
	Spot Clean	As Needed
	Shampoo	2 Times per Year
RESTROOMS:		
Sinks	Scour & Disinfect	Daily
Urinals	Clean & Disinfect	Daily
Bowls	Clean & Disinfect	Daily
Stall Partitions	Wash Graffiti	As Needed
Floors	Mop with Disinfectant	Daily
Mirrors	Clean	Daily
Tissue	Replace	Daily
Hand Towels	Replace	Daily
Hand Soap	Replace	Daily
Trash	Empty	Daily
LOBBY & STAIRWAY:		
Floors	Dust Mop	Daily
	Damp Mop	Daily
	Buff	Weekly
	Scrub & Wax	Monthly
	Strip, Seal & Wax	As Needed
Glass Doors	Wash	Daily
Windows (Exterior)	Wash In/Out	2 Times per Year
Exterior Walk	Sweep	Daily
Light Fixtures	Cleaned	Weekly

Disclosure Statement

**THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SUBSCRIBED UNDER OATH BY
A MEMBER , OWNER , AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, GENERAL PARTNER, MANAGING
AGENT, MANAGING MEMBER, OR AUTHORIZED ATTORNEY AGENT**

Illinois Law (50 ILCS 105/3.1) requires completion of this form. Disclosure is required of the identity of every owner and beneficiary (whether an individual or entity) having any interest, real or personal, in the real estate where the leased premises are situated. Every member, shareholder, limited partner, or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership with an interest in the lease must be disclosed. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

- I**
- A.** Address of Premises 216 E. Main St., Olney, Illinois 62450
 - B.** Real Estate Tax Index Number(s) _____

II INDICATE INTERESTS OF ALL RECORD TITLE OWNERS, LESSOR AND ANY OTHERS IN REAL PROPERTY BY CHECKING ALL APPLICABLE BOXES AND PROVIDING REQUESTED INFORMATION AS INSTRUCTED.

[NOTE: more than one box may require completion.] If additional space is needed to adequately provide requested information, attach a separate sheet to this document.



IDENTITY OF Fee Simple Record title HOLDER

INSTRUCTIONS: LIST NAMES OF ALL OWNERS OF RECORD & DESCRIBE MANNER OR CAPACITY IN WHICH TITLE HELD (SOLE OWNER, JOINT TENANCY, TENANTS BY THE ENTIRETY, TENANTS IN COMMON, TRUSTEE UNDER LAND TRUST, TRUSTEE UNDER INTER VIVOS OR TESTAMENTARY TRUST, ETC).



Lease Holder or Sublessee

INSTRUCTIONS: LIST THE NAME(S) OF THE PRINCIPAL LESSOR (AND LESSEE IF YOU ARE A SUB-LESSEE) AND INDICATE THE BEGINNING AND ENDING DATES FOR THE TERM OF PRINCIPAL LEASE OR THE SUBLEASE TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO SUBLEASE IS REQUIRED.



Land TRUST or other Trust

INSTRUCTIONS: LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. NOTE: IF THE REAL ESTATE IS HELD IN A LAND TRUST, A SEPARATE "LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION" MUST ALSO BE FULLY COMPLETED AND PROVIDED.

5580

HOLDER OF option to purchase or installment CONTRACT purchaseR

INSTRUCTIONS: DESCRIBE LESSOR'S INTEREST IN THE REAL ESTATE FULLY. LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE AS CONTRACT SELLER (AND ASSIGNOR IF YOU ARE AND ASSIGNEE OF CONTRACT PURCHASER) AND INDICATE THE BEGINNING AND ENDING DATES FOR TERM OF CONTRACT TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO LEASE OR ASSIGNMENT IS REQUIRED OF CONTRACT SELLER. IF HOLDER OF OPTION TO PURCHASE SPECIFY EXPIRATION DATE OF OPTION.

OTHER (PLEASE DESCRIBE IN DETAIL)
INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE ANY OTHER OWNERSHIP INTEREST, LEGAL OR EQUITABLE CLAIM OF ANY TYPE IN AND TO THE REAL ESTATE.

III IF A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY HAS AN INTEREST IN THE LEASE, COMPLETE THE APPROPRIATE PARAGRAPH(S)

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE ENTITY AND THE INTERESTS, STOCK, OR SHARES IN A LIMITED LIABILITY COMPANY, CORPORATION, OR GENERAL PARTNERSHIP ARE PUBLICLY TRADED -- THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

CORPORATION - INSTRUCTIONS: PLEASE LIST

1. The names of the president and secretary: _____

2. The name and address of the registered agent: _____

3. The names of all shareholders entitled to receive more than 7½% of the total distributable income of the corporation:

4. The name of the person(s) authorized to execute the lease on behalf of the corporation: _____

LIMITED OR GENERAL PARTNERSHIP - instructions: please list

1. The names of all partners (both limited and general partners): _____

2. The names and addresses of all partners entitled to receive more than 7½% of the total distributable income of the partnership: _____

3. The name of the person(s) authorized to execute the lease on behalf of the partnership: _____

LIMITED LIABILITY COMPANY - INSTRUCTIONS: PLEASE LIST

1. The name of the managing member: _____

2. The names and addresses of all members entitled to receive more than 7½ % of the total distributable income of the limited liability company: _____

3. The name of the person(s) authorized to execute the lease on behalf of the limited liability company: _____

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

NO YES If "YES", explain employment status and identify familial relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, (print name) _____, state on oath or affirm that I am (title/capacity) _____ of (firm/name) _____ and that the disclosure made above is true and correct. The undersigned certifies that any additional documentation requested by the State of Illinois will be provided.

 Signature Date _____

 Title

ACKNOWLEDGMENT

STATE OF

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

_____, who is the _____,

and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____

_____,
_____ he signed, sealed and delivered the said instrument as h_____ free and
voluntary act, for the uses and purposes
therein set forth.

Given under my hand and seal this _____ day of _____, 20_____.

Commission Expires: _____

Notary Public

EXHIBIT H

Lease No. 5580

CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: Lessor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Lessor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- b) Lessor is not in default on an educational loan (5 ILCS 385/3).
- c) Lessor has informed the director of the Lessee/Using Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Lessor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items (30 ILCS 105/15a).
- d) Lessor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) If Lessor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) If Lessor, or any officer, director, partner, or other managerial agent of Lessor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Lessor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting Lessee/Using Agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- g) Lessor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Lessor and its affiliates acknowledge the contracting Lessee/Using Agency may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Lessor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- h) Lessor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.
- i) Lessor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was

falsely made by the Lessor, the Lessor acknowledges that the contracting Lessee/Using Agency may declare the contract void. (30 ILCS 500/50-14)

- j) Lessor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Lessor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- k) Lessor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- l) Lessor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- m) Lessor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- n) Neither Lessor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- o) Lessor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- p) Lessor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- q) Lessor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- r) Lessor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- s) CONFLICTS OF INTEREST: Lessor has disclosed, and agrees it is under a continuing obligation to disclose to the Lessee/Using Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Lessor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/18.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Lessor's obligation under this Contract. Lessor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
 - 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).
 - 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

LESSOR (show Company name and DBA)

Signature_____

Printed Name_____

Title_____ Date_____

Address_____

CMS 10-2004

EXHIBIT I

Lease No. 5580

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed):_____

Taxpayer Identification Number:

Social Security Number_____

or

Employer Identification Number_____

Legal Status (check one):

Individual

Governmental

Sole Proprietorship

Nonresident alien

Partnership/Legal Corporation

Estate or Trust

Tax-exempt

Pharmacy (non-corporate)

Corporation providing or
billing medical and /or
health care services

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation NOT providing
or billing medical and / or
health care services

Other _____

Official authorized to sign on behalf of vendor:

Name (printed) _____
Title _____

Signature _____
Date _____

CMS 10-2004

EXHIBIT K

Lease No. 5580

INTEGRATED PEST MANAGEMENT SERVICES

Department of Employment Security
216 E. Main St.
Olney, Illinois 62450

To minimize potential exposure to pesticides and rodenticides (except use as bait and traps) in the indoor environment, Integrated Pest Management practices shall be used in the tenant space. At a minimum, the Lessor shall provide the following services for Integrated Pest Management:

- 1) an initial inspection of the tenant space to identify problem areas, equipment, structural features and management practices that could contribute to pest infestations, and written recommendations to reduce potential pest infestations;
- 2) written methods and procedures to assess pest population levels, monitoring stations and inspection schedules;
- 3) written description of site-specific pest control methods and least-hazardous methods to be used to respond to pest populations exceeding established thresholds including bait and trap stations;
- 4) written recommendations for maintenance and sanitation measures required to prevent future pest infestations;
- 5) written notice, subject to Lessee approval, for the application of pesticides or other chemicals when necessary to control an existing pest infestation including Material Safety Data Sheets;
- 6) the prohibition of routine scheduled spraying of chemical substances as a pest management practice.

**AMENDMENT TO SUBLEASE
IECC/Lakeland College**

This Amendment to Sublease is entered into this 19th day of June 2007, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and Lake Land College Dislocated Workers Center, 1420 Wabash Avenue, Mattoon, IL 61939, hereinafter called "Tenant".

Whereas, the parties hereto entered into Sublease dated May 19, 1998, and an Amendment to Sublease Agreement dated May 18, 1999, pertaining to the leasing of:

Premises consisting of 988 square feet located at 216 East Main Street, Olney, IL, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room.

Whereas, the original Sublease commenced on July 1, 1998;

Whereas, both parties desire to extend said Sublease;

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

1. Tenant desires to extend the current lease agreement through June 30, 2008.
2. The Tenant agrees to pay to Landlord the sum of Seven Hundred Seventy-two Dollars (\$772.00) per month as the rent for the period from July 1, 2007, through and including June 30, 2008. Said payment shall be made on the 1st day of each month beginning July 1, 2007.
3. The parties hereto agree that in all other respects, paragraphs 1 through 15 shall remain in fully force and effect.

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529

By _____

LAKE LAND COLLEGE
DISLOCATED WORKERS
CENTER

By _____

**AMENDMENT TO SUBLEASE
IECC/CEFS Economic Opportunity Corporation**

This Amendment to Sublease is entered into this 19th day of June 2007, by and between Illinois Eastern Community Colleges, District #529, Olney, IL, hereinafter called "Landlord" and CEFS Economic Opportunity Corporation of PO Box 928, Effingham, IL 62401, hereinafter called "Tenant".

Whereas, the parties hereto entered into Sublease dated July 1, 1998, and an Amendment to Sublease Agreement dated May 18, 1999, pertaining to the leasing of:

Premises consisting of 256 square feet located at 216 East Main Street, Olney, IL, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room.

Whereas, the original Sublease commenced on July 1, 1998;

Whereas, both parties desire to extend said Sublease;

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

Tenant desires to extend the current lease agreement through June 30, 2008.

The Tenant agrees to pay to Landlord the sum of Two Hundred Dollars (\$200.00) per month as the rent for the period from July 1, 2007, through and including June 30, 2008. Said payment shall be made on the 1st day of each month beginning July 1, 2007.

The parties hereto agree that in all other respects, paragraphs 1 through 15 shall remain in fully force and effect.

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____

CEFS ECONOMIC OPPORTUNITY
CORPORATION

By _____

SUBLEASE
Illinois Eastern Community College District #529 and
Local Workforce Investment Board 23

This Sublease made this 19th day of June, 2007, by and between Illinois Eastern Community College, District #529, Olney, Illinois, hereinafter called "Landlord", and Local Workforce Investment Board 23, hereinafter called "Tenant".

WHEREAS, Landlord is the Lessee of a certain Lease Agreement with Tommie D. Fehrenbacher for the premises at 216 East Main Street, Olney, Illinois;

WHEREAS, Tenant desires to sublet a portion of the premises at 216 East Main Street, Olney, Illinois from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Landlord hereby subleases to Tenant premises consisting of 99 square feet located at 216 East Main Street, Olney, Illinois, to be used by Tenant for an office facility, with non-exclusive access to restrooms and conference room, for a term commencing 12:01 p.m. of July 1, 2007 and terminating 12:01 p.m. of June 30, 2008, at a rental of \$125 per month, payable on the 1st day of each month at the beginning of the month, first payment to be made on this 1st day of July, and like payment of \$125 on the 1st day of each month thereafter.
2. Tenant hereby takes the sublease 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 sublease, or renewal thereof, 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. Landlord will arrange for and pay for utility services (electric, gas, water, and sewer) to be used on the premises, including operation of air conditioning. Tenant will arrange for all other utility services, including but not limited to telephone and janitorial services.

6. During the term hereof, or renewal hereof, if any, Landlord will, at its expense, maintain the exterior or outside and the structural portions of the building and the major plumbing. During the term of this sublease and any renewal hereof, Tenant will, at its expense, maintain in good repair all other parts of the premises subleased and will assume liability for, and replace all glass breakage. Tenant will pay for all cleaning and redecoration and will pay for all necessary or desirable repairs.
7. Tenant agrees that it will not assign this sublease or renewal hereof nor will it let or sublet the premises during the term of this sublease or renewal hereof. Tenant will not make any alterations or additions to the premises without prior written consent of Landlord; Tenant shall in no event have any power, authority or right to incur or create any obligation in respect to the subleased premises which shall 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 subleased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the leasehold interest of Tenant hereunder and shall be subject and subordinate to all the rights, title, and interest of the Landlord in and to said premises and building.
8. Landlord shall have free access to the premises hereby subleased for the purpose of examining or exhibiting same or of making any needful repairs; also Landlord shall have the right to place upon the subleased premises notices of "For Sale" or "To Rent".
9. Tenant will keep the premises in a 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.
10. The provisions of this sublease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors, legal representatives, and assigns.
11. 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 subleased, 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 retainer of the premises under the Statute.

12. Tenant agrees that during the term of this sublease at its expense, it shall carry liability insurance with a company acceptable to Landlord providing for a minimum of \$500,000 per person, \$500,000 per accident, \$100,000 for property for occurrences on the damaged premises.
13. Tenant shall not allow any intoxicating beverages or liquors to be served or used on said premises.
14. Landlord's covenants that Tenant paying the rent and performing all the covenants hereof, shall have an may peaceable and quietly have, hold and enjoy the subleased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this sublease.
15. All improvement work completed on behalf or for the use of the Tenant shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals to the foregoing sublease executed in duplicate originals at Olney, Illinois, on the day and year first above stated.

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____

LOCAL WORKFORCE INVESTMENT BOARD

By _____

LEASE

This lease is made this 19th day of June 2007, between Elvan Wallace and A. Carol Wallace, LESSOR and Illinois Eastern Community College District #529, LESSEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

modifications by the LESSOR. Modifications costing in excess of \$1,000.00 shall be at the expense of the LESSOR. LESSEE shall first notify the LESSOR of the necessity to comply and shall allow the LESSOR to employ proper contractors to make such modifications to the building in a manner satisfactory to the LESSOR and LESSEE. Should the LESSOR determine that such modifications cannot be made as to be economically feasible, in the sole discretion of the LESSOR, the LESSOR may terminate this agreement or the LESSOR may elect to make such modifications at its expense and increase the monthly rent by an amount which will amortize the cost of such modifications over such term as is allowable for federal income tax purposes. LESSEE shall promptly notify LESSOR of any notices of violations or complaints and shall be responsible for any penalties assessed as a result of such violations upon his failure to so notify the LESSOR of such complaints or violations.

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

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

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

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

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

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

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

LESSEE: ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529
ATTN: Chief Executive Officer

233 East Chestnut Street
Olney, IL 62450

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

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

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

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

ELVAN WALLACE

A. CAROL WALLACE

“LESSOR”

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____
Its Chairman

ATTEST:

Its Secretary

“LESSEE”

STATE OF ILLINOIS)
) SS.
COUNTY OF EFFINGHAM)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Elvan Wallace and A. Carolyn Wallace.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

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

Given under my hand and nortarial seal this 15th day of May, A.D. 2007.

Notary Public

LEASE AGREEMENT
Phlebotomy and Massage Therapy

THIS LEASE made the 19th day of June 2007, 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:

19. 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. August 31, 2008. The rental of \$1,200.00 per month will be payable on the first day of each month from September 1, 2005 to August 31, 2007. The rental of \$1,500.00 per month will be payable on the first day of each month from September 1, 2007 to August 31, 2008.

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.

20. College hereby takes the lease to the said premises and agrees to pay the rent Provided.
21. 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.
22. 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.
23. 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 its expense maintain in good repair all other parts of the premise leased and shall keep all toilets and sink traps unstopped. College will pay for all cleaning and redecoration and will pay for all repairs necessary or desirable as a result of the activities and behavior of the occupants and the Colleges invitees.

24. 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.
25. 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.
26. Fehrenbacher will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
27. 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.

28. 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.
29. 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.
30. 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.
31. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by College, or if College shall be placed in bankruptcy (voluntary or involuntary) or make assignment for the benefit of creditors, it shall be lawful for Fehrenbacher to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distraint for any rent that may be due thereof, at the election 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.

32. 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.

33. 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.

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

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

36. 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.
37. Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at anytime by delivery to the other party in writing a change of address delivered to the last stated address of the party.
38. 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.
21. A) College shall conduct and cause to be conducted, all operations and activity (except for
conduct, operations and activity of Fehrenbacher or his agents) at the premises in compliance with, and shall in all other respects applicable to the premises comply with all applicable federal, state and municipal statutes, ordinances, regulations, orders, directives and other requirements of law or common law concerning: (i) The generation, use, handling, treatment, storage, transportation, release, disposal, remediation or presence of any material including solid waste or hazardous substance in on, under, from and connected with operation and activities at the premises; (ii) the emission of air pollutant; (iii) The presence or discharge of any pollutant in, on or under the premises or into surface or ground water; and (iv). Storage tanks and related facilities and connections; (herein collectively called “environmental statutes”). Colleges shall obtain and maintain all permits, licenses or approval and shall prepare and make, maintain, and/submit all notifications, registrations, records, reports and other documents as required by environmental statutes in a timely manner.

College shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications and registrations.

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

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

22. The parties acknowledge and agree that this lease is the entire agreement between parties

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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.

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

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

Tommie D. Fehrenbacher, Lessee

Board Chairman
Illinois Eastern Comm. Colleges

LEASE AGREEMENT

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

Lease of Property

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

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

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

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

Rent

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

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

The security deposit or any balance thereof shall be returned without interest after the Lessee has vacated and left the premises in an acceptable condition (following a

personal inspection by Lessor) and surrendered all keys. If Lessor determines that any loss, damage, or

injury chargeable to the Lessee hereunder exceeds the security deposit, the Lessor, at its option, may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage, or injury and the balance thereof will be the responsibility of Lessee. Lessor's determination of the amount, if any, to be returned to the Lessee shall be final. It is further understood and agreed that the said security deposit is not to be considered as the last payment under the lease.

Items Included in Rent

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

Repair and Maintenance

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

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

Occupancy and Use of Premises

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

Quiet Enjoyment

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

Mechanic's Liens

8. Lessee agrees to keep the leased premises free of mechanic's liens arising out of Lessee's actions during the term of this Lease. In the event Lessee causes or allows any mechanic's lien to be filed against the premises, Lessor may, at their option, elect to pay such amount as may be necessary to cause the same to be removed. In that event, the amount so paid by the Lessor, plus a penalty in an amount equal to ten percent of the amount so paid by Lessor but in any event not to exceed \$100.00, shall be added to the next monthly installment of rent payable by Lessee under this Lease.

Waiver of Damage

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

Hold Harmless Clause

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

Right of Entry by Lessor

11. Lessor reserves the right to re-enter the premises and to authorize such reentry by any agent or employee of Lessor, for the purpose of repair, maintenance, or to exhibit the premises to actual or prospective purchasers or tenants. Such entry shall be made only at reasonable times and upon forty-eight (48) hours' notice to Lessee; provided

that Lessor or any duly authorized agent of Lessor may enter without prior notice in an emergency or in the event of surrender and abandonment of the premises by Lessee.

Assignment and Sublease

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

Fire and Casualty

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

Destruction or Severe Damage

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

Eminent Domain

15. Should any or all of the premises be taken by any agency or entity under the power of eminent domain, this Agreement shall terminate as of 12:01 A.M. on the earlier of (1) the date title to the portion taken by eminent domain vests; or (2) the date actual physical possession of such portion is taken by the agency or entity exercising the eminent domain power. Lessor shall notify Lessee immediately and in writing of the existence of any eminent domain proceedings or negotiations which may affect Lessee's continued possession. Lessee shall have the option of terminating this Agreement after the filing of eminent domain proceedings by an agency or entity exercising authority

under eminent domain. If Lessor negotiates a settlement with an agency or entity exercising power of eminent domain authority, Lessor shall provide Lessee with sixty (60) day written notice of the dates described in the first sentence of this paragraph; and during said

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

Acts Constituting Breach by Lessee

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

(a) Lessee's failure to pay any rent or other sum payable under this Agreement on the date it becomes due.

(b) Lessee's nonperformance or breach of any term, covenant, condition, or provision of this Agreement.

(c) Lessee's abandonment of said premises for a period of more than fourteen (14) days without the express prior written consent of Lessor.

(d) The filing by Lessee of a voluntary petition in bankruptcy or an adjudication that Lessee is a bankrupt, or appointment of a receiver to take possession of all or substantially all of Lessee's property.

(e) The supplying of incorrect or materially misleading information by Lessee in connection with the application for rental of the premises.

(f) A sublease or assignment by Lessee in violation of Paragraph 13 of this Agreement.

Lessor's Remedies for Breach of Lease

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

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

Default and Re-Entry

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

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

Attorneys' Fees

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

No Holdover on Termination

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

Subordination of Lease

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

Waiver of Breach

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

Time of Essence

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

Multiple Occupancy

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

Effect on Heirs and Assigns

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

Sole Agreement of Parties

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

Modification

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

Severability

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

Notices

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

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

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

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

LESSOR:

By: _____
Janet E. David

LESSEE:

Illinois Eastern Community College
By: _____

INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

1. Ownership and Equipping

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

2. Operation Expenses

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

3. Operation and Management of Facility

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

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

4. Scheduling and Shared Use of the Facility

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

5. Revenues from Operation of Facility

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

6. Liability Insurance and Indemnification

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

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

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

7. Return of Equipment

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

8. Terms of Agreement

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

9. Binding Effect

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

Amendment

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

10. Arbitration

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

11. Notices

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

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

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

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

12. Severability

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

13. Waiver of Performance

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

14. Governing Law and Exclusive Jurisdiction

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

16. Authority of Officers

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

CITY OF ROBINSON, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

BY: _____ ATTEST: _____
Mayor City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____ ATTEST: _____
Board Chairman Board Secretary

Exhibit "A"

Current Equipment

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

Equipment to be Purchased

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

LEASE

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,

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, after which time the ownership of the leasehold improvements would revert to the Foundation.

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

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

Board Chairman
Illinois Eastern Community College
District #529

Richard L. Mason, President
Frontier Community College Foundation

Adopted this 19th day of June 2007

Adopted this ____ day of _____, 2007

LEASE

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

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

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

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

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

Adopted this 20th day of March 2001.

Board Chairman
Illinois Eastern Community College District #529

ATTEST: _____
Board Secretary

LEASE

Wrightsmen-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 January 1, 2007 for College's use as a professional office suite and class room.

RENT: College hereby agrees to pay rent for the leased premises as follows:
Lease to be for two (2) years starting January 1, 2007 at a lease amount of \$700.00. per month.

OPTION #1: Lessee shall have an option for second two year term at \$800.00 per month starting January 1, 2009.

OPTION #2: Lessee shall have an option for third two year term at \$900.00 per month starting January 1, 2011.

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

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

UTILITIES: Tennant to be responsible for all utilities.

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

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

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

Dated at Virden, Illinois this _____ day of _____, 2007.

WRIGHTSMAN-MUSSO, LTD.

By _____
Dom M. Musso, President

ILLINOIS EASTERN COMMUNITY
COLLEGES COAL MINING TECHNOLOGY

By _____
Board Chairman

Agenda Item #9

Bid Committee Report

Green House Materials

BID COMMITTEE REPORT

JUNE 19, 2007

LTC

1. Greenhouse Materials

TO: Board of Trustees
FROM: Bid Committee
SUBJECT: Bid Recommendation – Greenhouse Materials - Lincoln Trail College
DATE: June 19, 2007

Based upon the bid tabulation listed below and also the recommendation from Marion Poggas, the Bid Committee recommends acceptance of the low bid received from Stuppy Greenhouse Mfg., Inc. located in North Kansas City, MO for a total of \$45,933.27.

**GREENHOUSE MATERIALS
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529
LINCOLN TRAIL COLLEGE**

Bid Tabulation
Thursday, June 14, 2007 at 2:00 p.m.
Board Room, IECC District Office

DIVISION I – Greenhouse Materials

BIDDER	BASE BID
Rough Brothers, Inc. Cincinnati, Ohio	\$47,503.00
Stuppy Greenhouse Mfg., Inc. No. Kansas City, MO	45,933.27
Van Wingerden Greenhouse Company Mills River, North Carolina	56,306.00

Respectfully Submitted,

Roger Browning
Terry L. Bruce
Harry Hillis, Jr.

Source of Funds: CTE Plan and Local Funds

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day.

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

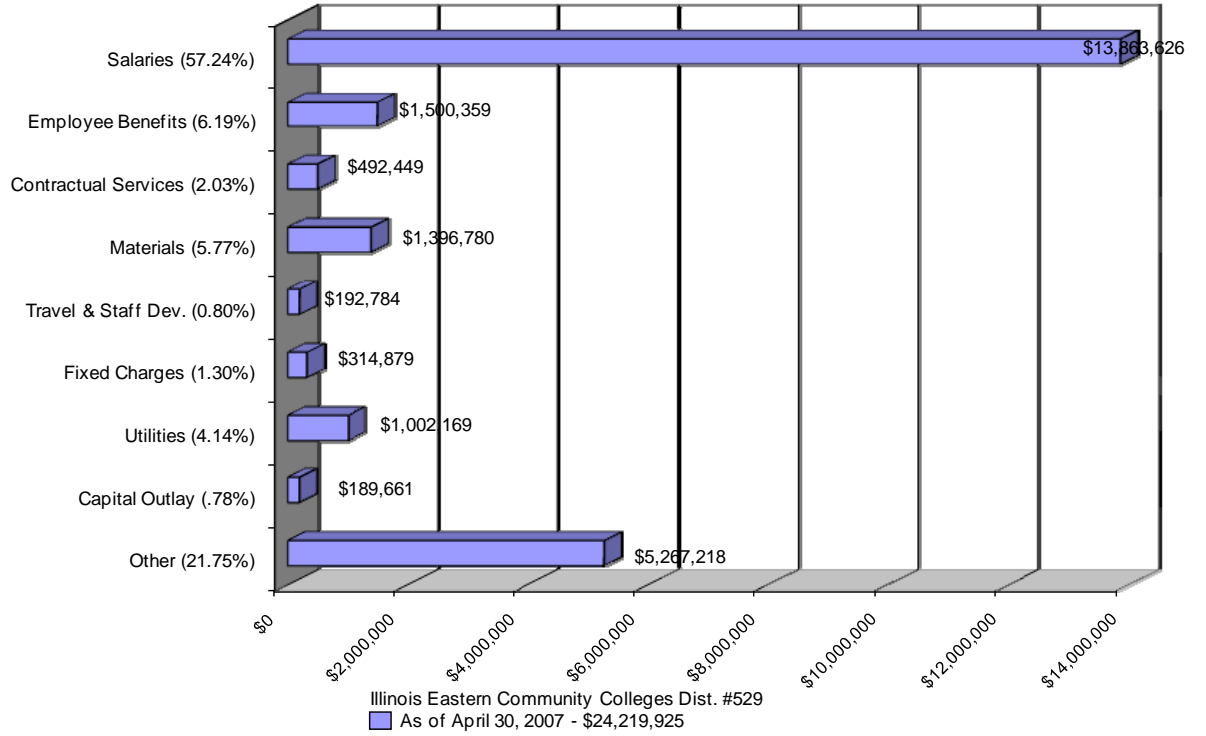
TREASURER'S REPORT May 31, 2007

FUND	BALANCE
Educational	\$3,431,220.17
Operations & Maintenance	\$355,076.62
Operations & Maintenance (Restricted)	(\$105,654.03)
Bond & Interest	\$34,701.93
Auxiliary	\$425,263.00
Restricted Purposes	\$122,740.86
Working Cash	\$107,776.26
Trust & Agency	\$180,734.28
Audit	\$48,967.97
Liability, Protection & Settlement	\$152,190.56
TOTAL ALL FUNDS	\$4,753,017.62

Respectfully submitted,

Roger Browning, Treasurer

**Illinois Eastern Community Colleges
FY2007
Operating Funds**



Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive's Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 14, 2007

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., 400.7., 400.10. and 400.11 will be mailed under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change In Status**
- 400.3. Notice of Intent to Renew President Contract**
- 400.4. Reemployment of IECC/LTC Correctional Center Administrative Employees for FY07. Employment is completely dependent upon funding from the Department of Corrections.**
- 400.5. Special Assignments (Attachment)**
- 400.6. Reduction In Force and Adoption of Resolution**
- 400.7. Request for Approval of Proposed Non-College Employment (External Report)**
- 400.8. Minimum Wage Change**
- 400.9. Grievance Settlement**
- 400.10. Leave of Absence Approved by CEO since May 15, 2007 (External Report)**
- 400.11. Retirement**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Alan O'Keefe, Physics/Math Instructor, effective August 15, 2007

B. Professional / Non Faculty

1. Kari Book, Director, Human Services and Job Development/Retention, FCC, effective July 1, 2007

C. Classified

1. Stacey Rigg, Literacy Development Center Technician, FCC, effective June 25, 2007
2. Lee Ann Schmitt, Office Assistant, International Student Program, DO, effective July 1, 2007
3. Kimberly Venters, Clerk/Receptionist, FCC, effective July 1, 2007

400.2. Change In Status

A. Administrative

1. Blenda Demaret, Assistant to Dean of College, FCC, to Interim Dean, FCC, effective June 20, 2007
2. Theresa Marcotte, Nursing Instructor, OCC, to Dean of Instruction, WVC, effective July 16, 2007

400.3. Notice of Intent to Renew President Contract

400.4. Reemployment of IECC/LTC Correctional Center Administrative Employees for FY07. Employment is completely dependent upon funding from the Department of Corrections.

A. Administrative

- | | |
|-------------------|----------------------------------|
| 1. Glen Donaldson | Associate Dean / RCC/LCC |
| 2. Tim Watson | Correctional Site Director / LCC |

B. Classified

- | | |
|---------------|-----------------------------|
| 1. Lori Watts | Records Assistant / RCC/LCC |
|---------------|-----------------------------|

400.5. Special Assignments (Attachment)

400.6. Reduction In Force and Adoption of Resolution

A. Classified

1. Jan Columbia, Office Assistant, Dislocated Worker Grant, DO, effective July 1, 2007
2. Debra Rister, Program Advisor, Allied Health Grant, OCC, effective July 1, 2007
3. Willa Seiler, Case Worker, Dislocated Worker Grant, DO, effective July 1, 2007

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

400.8. Minimum Wage Change

400.9. Grievance Settlement

400.10. Leave of Absence Approved by CEO since May 15, 2007 (External Report)

400.11. Retirement

A. Professional / Non-Faculty

1. Bob Boyles, Program Director, Adult & Continuing Education, FCC, effective September 1, 2007

ATTACHMENT

FY07-08 Special Assignments – Frontier Community Colleges

Academic		Recommended 2007-08
1. Jeff Cutchin	Lead Inst CISCO Systems	\$ 450
2. Kathy Doty	Lead Inst Office Occupations	\$ 450
3. Rodney Maxey	Lead Inst Auto Tech	\$ 450
Extra-Curricular		
1. TBD	SIFE Advisor	\$ 400
2. Kathy Doty	College Bowl Team Advisor	\$ 400
3. Jeannette Wiles	Phi Theta Kappa Advisor	\$ 400
Other		
1. Galen Dunn	O & M Team Leader	\$ 5,500

ATTACHMENT

FY07-08 Special Assignments – Lincoln Trail College

		Recommended 2007-08
Academic		
1. Bea Abernathy	Lead Inst Admin Inform Tech	\$ 475
2. David Johnston	Lead Inst Microcomputer Support Specialist	\$ 450
3. Paul Stouse	Lead Inst Horticulture	\$ 450
Athletic		
1. Mitch Hannahs	Athletic Director	\$ 3,500
Extra-Curricular		
1. Carrie Mallard	Scholastic Bowl Coordinator	\$ 350
2. Carrie Mallard	Student Senate Advisor	\$ 500
3. Lonnie Devin	Student Senate Advisor	\$ 500
4. Susan Polgar	Phi Theta Kappa Advisor	\$ 350
5. Yvonne Newlin	Performing Arts Coordinator	\$ 1,500
Other		
1. Dan Leggitt	O & M Team Leader	\$ 5,500
2. Paul Stouse	Greenhouse Construction Coordinator	\$ 2,000

ATTACHMENT

FY07-08 Special Assignments – Olney Central College

Academic		Recommended 2007-08
1. Mark Fitch	Lead Inst Collision Repair Tech	\$ 475
2. Johnie Harrell	Lead Inst CRT Auto Service Tech	\$ 475
3. Russ Jausel	Lead Inst Industrial Maint Tech	\$ 550
4. Amie Mayhall	Lead Inst Office Technology	\$ 550
5. Kristi Urfer	Lead Inst Accounting	\$ 450
6. TBD	Lead Inst Massage Therapy	\$ 450
Academic – Nursing		
1. Anne Hustad	Dept Head, Nursing/OCC	\$ 3,000 + 12 hrs. rel. time
2. Nancy Buttry	Dept Head, Nursing/FCC	\$ 3,000 + 12 hrs. rel. time
3. Tamara Fralicker	Dept Head, Nursing/LTC	\$ 3,000 + 12 hrs rel. time
4. Kathleen Nelson	Dept Head, Nursing/WVC	\$ 3,000 + 12 hrs. rel. time
Extra-Curricular		
1. Carmen Jones	Phi Theta Kappa Advisor	\$ 300
2. Kelly Payne	Asst. Phi Theta Kappa Advisor	\$ 200
3. Suzanne Downes	Performing Arts Coordinator	\$ 1,000
4. Laurel Cutright	WYSE Coordinator	\$ 300
5. Rob Mason	Asst WYSE Coordinator	\$ 200
6. Rick Kribs	Asst WYSE Coordinator	\$ 200
Other		
1. Ed Wright	Coordinator of Food Services	\$ 12,500
2. Larry Gangloff	O & M Team Leader	\$ 5,500

ATTACHMENT

FY07-08 Special Assignments – Wabash Valley College

Academic		Recommended 2007-08
1. Judy Neikirk	Lead Inst Social Services	\$ 450
2. Byford Cook	Lead Inst Industrial Studies	\$ 450
3. Kyle Peach	Lead Inst Radio/TV	\$ 450
	Director of Broadcasting	\$ 8,000
4. Mark Pettigrew	Lead Inst Machine Shop Tech	\$ 450
5. Larry Hoeszle	Lead Inst Diesel Equipment	\$ 500
6. Linda Kolb	Lead Inst Early Child Dev	\$ 450
	Small World	\$ 2,400
7. Steve Hnetkovsky	Lead Inst Agriculture Production	\$ 450
8. Cathy Robb	Lead Inst Admin Inform Tech	\$ 500
9. David Wilderman	Lead Inst Marketing	\$ 450
10. Gary Wise	Lead Inst Manufacturing Tech	\$ 450
11. Jay Carter	Lead Inst Electronics	\$ 450
12. Doug Robb	Lead Inst Agriculture Business	\$ 450
Athletic		
1. Clyde Buck	Head W Basketball Coach	\$ 6,000
2. John Kendall	Asst. Women's Basketball Coach	\$ 4,000
Extra-Curricular		
1. Brenda Phegley	Phi Theta Kappa Advisor	\$ 400
Other		
1. Ron Martin	O & M Team Leader	\$ 5,500

ATTACHMENT

FY07-08 Special Assignments – District Office

Extra-Curricular		Recommended 2007-08
1. Amie Mayhall	Faculty Director of Student Learning Assessment	\$10,000 + 6 hrs. rel time
2. Nixie Hnetkovsky	Faculty Coordinator of Student Learning Assessment - FCC	\$ 2,000
3. Travis Matthews	Faculty Coordinator of Student Learning Assessment - LTC	\$ 2,000
4. Kelly Payne	Faculty Coordinator of Student Learning Assessment - OCC	\$ 2,000
5. Mark Pettigrew	Faculty Coordinator of Student Learning Assessment – WVC	\$ 2,000
Other		
1. Diane Lutes	Coordinator, Coal Mining Grant	\$ 3,400

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Acquisition and Disposition of Property

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

