

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES  
MONTHLY MEETING**

**October 21, 2008**



**Location:**

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

**Dinner – 6:00 p.m. – Foundation Hall  
Meeting – 7:00 p.m. – Foundation Hall**

**Illinois Eastern Community Colleges  
Board Agenda**

**October 21, 2008**

**7:00 p.m.**

**Frontier Community 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. Certificate of Compliance ..... Bruce
  - B. Certificate of Tax Levy ..... Bruce
  - C. General Accounting Standards Board ..... Browning
  - D. Renewal of Telephone Service Contract..... Bruce
  - E. Telephone Software Release Subscription Renewal..... Bruce
  - F. Equalization Eligibility for Special Tax Levy ..... Bruce
9. Bid Committee Report ..... Bruce
  - Automotive Alignment Equipment – Frontier Community College
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
- 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 Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, September 16, 2008.

**AGENDA #1 – “Call to Order & Roll Call”** – 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:

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

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

Also present at this meeting, in addition to trustees:

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

Abbreviations Used in Minutes:

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

WED – Workforce Education  
WVC – Wabash Valley College

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, August 19, 2008 were presented for disposition.

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

**AGENDA #3 – “Recognition of Visitors and Guests”** –

**#3-A. Visitors and Guests:** Visitors and guests present were recognized.

**#3-B. IECEA Representative:** None.

**AGENDA #4 – “Public Comment”** – None.

**AGENDA #5 – “Reports”** –

**#5-A. Report from Trustees:** None.

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

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

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

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

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

**#8-A. 2008 IECC Fact Book:** Chris Cantwell reviewed the 2008 IECC Institutional Fact Book containing basic information about the community college district. The book gathers information from various sources into one central document regarding students, enrollment history, degrees and certificates granted, financial aid received and distributed, and the district’s annual budgets and operation. The time period covered, in most cases, is academic year 2007-2008. Total annual enrollment of credit students was 32,249, generating a total of 176,000 credit hours. Full-time Equivalency enrolment totaled 5,887. In-district student residency enrollment comprised 68% of the total, while out-of-district students totaled 27%, with 3% at the correctional centers, 1% out-of-state students, and 1% foreign students. The IECC district employs a total of 331 full-time faculty and staff, and 732 part-time faculty and staff. A total of \$7,575,147 in federal and state financial aid was received by IECC students in fiscal year 2006-2007. During the summer and fall semesters of 2007 and the spring semester of 2008, the district awarded 406 Associate Degrees in transfer programs, 253 Associate Degrees in career and technical education programs, and 574 in certificate programs. The Fact Book shows that online course enrollment has increased from 1,216 students in 2003 to 4,164 students in 2008. Forty-five percent of high school graduates in the IECC district have indicated that they plan to attend one of the IECC colleges. The CEO recommended approval.

**Board Action:** Trustee Larry Rost made a motion to approve the 2008 IECC Fact Book as recommended. Student Trustee Terra Ochs seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**#8-B. Joint Agreement with Southwestern Illinois College:** Ms. Cantwell reviewed the Joint Agreement for Education Cooperation between IECC and Southwestern Illinois College, District #522, in Belleville, Illinois. Changes and updates to this agreement from last year are:

**IECC added:**

Electrical Distribution Systems, Certificate  
Industrial Management, AAS Degree  
Pharmacy Technician, Certificate

**Southwestern Illinois College removed:**

Health Information Technology, AAS Degree

**Recommendation:** The CEO recommended approval of the Cooperative Agreement with Southwestern Illinois College as presented.

**Board Action:** Trustee Walter Koertge made a motion to approve the Cooperative Agreement with Southwestern Illinois College as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Joint Agreement with Lake Land College:** Ms. Cantwell reviewed the Joint Agreement for Education Cooperation between IECC and Lake Land College, District #517, in Mattoon, Illinois. Changes and updates to this agreement from last year are:

**IECC removed:**

Emergency Prep/Vol Firefighter II, Certificate  
Hospitality Management, AAS Degree

**IECC added:**

Collision Repair Technology, AAS Degree  
Pharmacy Technician, Certificate

**Lake Land removed:**

GIS Raster, Certificate  
GIS Vector, Certificate

**Recommendation:** The CEO recommended approval of the Cooperative Agreement with Lake Land College as presented.

**Board Action:** Trustee Larry Rost made a motion to approve the Cooperative Agreement with Lake Land 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: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Health Careers Partnership Agreement:** Ms. Pampe reviewed a partnership agreement between IECC/FCC and Fairfield Memorial Hospital and Fairfield Community High School, to create a dual credit health science technology program for high school juniors and seniors. Under the Health Careers Program, classes will meet for two hours a day in a hospital setting with a curriculum including a study of health careers, basic anatomy and physiology, CNA certification, and hands-on clinical experiences with real patients. This training will allow students to make informed decisions about a career in health care. Through collaboration with Frontier Community College, the hospital and the high school, students will have the opportunity to be involved in many aspects of the medical profession within a hospital setting. Under the agreement the hospital will provide classroom space, an instructor, staff involvement with the program, and coordination and scheduling. The high school will work with guidance counselors in the recruitment of students and coordinate the scheduling of classes with the college and the hospital. Frontier will develop the curriculum, provide an instructor, coordinate classes, register students, and cooperate in scheduling with the high school and the hospital. The CEO recommended approval.

**Board Action:** Trustee John Brooks made a motion approve the Health Careers Partnership Agreement between IECC/FCC and Fairfield Memorial Hospital and Fairfield Community High School as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Certification of Chargeback:** The CFO reviewed the Illinois Community College Board Certification of Chargeback form for fiscal year 2009. The out-of-district cost per semester hour is \$188.04. Chargeback reimbursement per semester credit hour is \$82.61. Cost per semester credit hour for out-of-state and international students is \$236.61. The CEO recommended approval of the Certification of Chargeback document as presented.

**Board Action:** Trustee Larry Rost made a motion to adopt the ICCB Certification of Chargeback document for FY2009 as presented and recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. 2008 Estimated Tax Levy Resolution:** The CFO reviewed the Estimated Tax Levy Resolution. The CEO recommended adoption of the following resolution regarding estimated amounts necessary to be levied in 2008.

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2007 was:

Education Purposes, \$2,215,996  
Operations and Maintenance Purposes, 949,922  
Liability Insurance, Workers' Compensation, Unemployment  
Insurance, Property Insurance and Medicare Contributions, 500,869  
Audit, 32,154  
Other, 0  
Total, \$3,698,941

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2008 is as follows:

Education Purposes, \$2,450,000  
Operations and Maintenance Purposes, 1,050,000  
Liability Insurance, Workers' Compensation, Unemployment  
Insurance, Property Insurance and Medicare Contributions, 430,000  
Audit, 50,000  
Other, 0  
Total, \$3,980,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide data in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2007 was \$1,689,027; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2008 is \$1,595,120.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community Colleges District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

**Section 1:** The aggregate amount of taxes estimated to be levied for the year 2008 is \$3,980,000.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2008 does exceed 105% of the taxes extended by the district in the year 2007.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2008 for debt service is a 6% decrease over the taxes extended for debt service for 2007.

**Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

Albion Journal Register, Edwards County  
Bridgeport Leader, Lawrence County  
Carmi Times, White County  
Clay County Republican, Clay County  
Daily Republican Register, Wabash County  
Lincoln Trail Publishing, Clark County  
McLeansboro Times Leader, Hamilton County  
Newton Press-Mentor, Jasper County  
Olney Daily Mail, Richland County  
Robinson Daily News, Crawford County  
Toledo Democrat, Cumberland County  
Wayne County Press, Wayne County

And a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than



1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR  
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2008 will be held on October 21, 2008 at 6:00 p.m. at Frontier Community College, Fairfield, Illinois.  
Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618-393-2982).
- II. The corporate and special purpose property taxes extended or abated for the year 2007 were \$3,698,941.  
The proposed corporate and special purpose property taxes to be levied for 2008 are \$3,980,000. This represents a 7.6% increase over the previous year extension.
- III. The property taxes extended for debt service for 2007 were \$1,689,027.  
The estimated property taxes to be levied for debt service and public building commission leases for 2008 are \$1,595,120. This represents a 6% decrease over the previous year.
- IV. The total property taxes extended or abated for 2007 were \$5,387,968.  
The estimated total property taxes to be levied for 2008 are \$5,575,120. This represents a 3% increase over the previous year extension.

**Section 5:** This resolution shall be in full force and effect forthwith upon its passage.

**Board Action:** Trustee Marilyn Wolfe made a motion to adopt the 2008 Estimated Tax Levy Resolution as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Resolution Establishing Tax Levy Hearing:** The CEO recommended adoption of the following resolution providing for an estimated tax levy hearing:

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 tax levy for said community college district for the 2009-2010 fiscal year:

1. Date of Fiscal Year: July 1, 2009 – June 30, 2010.
2. Publication of Notice of Public Hearing on Tax Levy: After October 7, 2008 and before October 14, 2008.
3. Public Hearing on Tax Levy: October 21, 2008, at the hour of 6:00 p.m. to 6:30 p.m., local time, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois.
4. Adoption of Tax Levy: October 21, 2008, following the Public Hearing.

**Board Action:** Trustee Walter Koertge made a motion to adopt the foregoing Resolution, setting the Estimated Tax Levy Hearing as recommended. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. FY2008 Audit:** The CEO reviewed the annual financial audit, with comments by Trustees Marilyn Wolfe and Larry Rost, members of the audit committee, The CEO recommended acceptance of the draft report of audit as presented and to adopt the following resolution to accept the final audit and authorize the staff to forward it to the Illinois Community College Board.

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community Colleges District #529.

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board.

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District #529, accepts and approves the annual audit of the district as submitted by Clifton Gunderson LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District #529 authorizes staff to submit the audit to the Illinois Community College Board.

**Board Action:** Trustee Marilyn Wolfe made a motion to accept the draft report of audit and to adopt the foregoing resolution to authorize the staff to submit the final annual financial audit as recommended. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. FY2009 Budget:** The CFO reviewed the community college district budget for fiscal year 2009. The CEO recommended adoption of the following resolution approving the FY2009 budget.

Budget of Illinois Eastern Community Colleges, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, for the Fiscal Year beginning July 1, 2008 and ending June 30, 2009.

WHEREAS the Board of Trustees of Illinois Eastern Community Colleges, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 16<sup>th</sup> day of September, 2008, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with:

NOW, THEREFORE, be it Resolved by the Board of Trustees of said district as follows:

Section 1. That the fiscal year of the Community College District be and the same hereby is fixed and declared to be beginning July 1, 2008 and ending June 30, 2009.

Section 2. That the following budget containing an estimate of amounts available in each Fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this Community College District for the said Fiscal Year.

SUMMARY STATEMENT OF OPERATING FUNDS – REVENUES AND EXPENDITURES

EDUCATION FUND: Revenue 26,710,108; Expense 26,710,108; Excess (Deficiency) 0; Reserve for Contingencies (5,630,169); Transfer-In 115,178; Transfer-Out (2,508,044); Cash Balance Beginning of Year 8,023,035; Cash Balance End of Year 0.

OPERATIONS & MAINTENANCE FUND: Revenue 3,042,869; Expense 5,172,792; Excess (Deficiency) (2,129,923); Reserve for Contingencies (1,101,014); Transfer-In 1,500,000; Transfer-Out 0; Cash Balance Beginning of Year 1,730,937; Cash Balance End of Year 0.

TOTAL OPERATING FUNDS: Revenue 29,752,977; Expense 31,882,900; Excess (Deficiency) (2,129,923); Reserve for Contingencies (6,731,183); Transfer-In 1,615,178; Transfer-Out (2,508,044); Cash Balance Beginning of Year 9,753,972; Cash Balance End of Year 0.

#### SUMMARY STATEMENT OF SPECIAL FUNDS

OPERATIONS & MAINTENANCE FUND RESTRICTED: Revenue 0; Expense 2,270,075; Excess (Deficiency) (2,270,075); Reserve for Contingencies (456,262); Cash Balance Beginning of Year 2,726,337; Cash Balance End of Year 0.

BOND & INTEREST FUND: Revenue 1,574,191; Expense 1,574,191; Excess (Deficiency) 0; Reserve for Contingencies (115,119); Cash Balance Beginning of Year 115,119; Cash Balance End of Year 0.

AUXILIARY FUND: Revenue 2,917,305; Expense 5,261,917; Excess (Deficiency) (2,344,612); Reserve for Contingencies (642,380); Transfer-In 1,008,044; Transfer-Out (15,178); Cash Balance Beginning of Year 1,994,126; Cash Balance End of Year 0.

WORKING CASH FUND: Revenue 60,500; Expense 0; Excess (Deficiency) 60,500; Reserve for Contingencies (21,249); Transfer-Out (100,000); Cash Balance Beginning of Year 2,250,749; Cash Balance End of Year 2,190,000.

AUDIT FUND: Revenue 30,000; Expense 58,472; Excess (Deficiency) (28,472); Cash Balance Beginning of Year 28,472; Cash Balance End of Year 0.

LIABILITY & PROTECTION FUND: Revenue 450,000; Expense 1,573,124; Excess (Deficiency) (1,123,124); Reserve for Contingencies 0; Cash Balance Beginning of Year 1,123,124; Cash Balance End of Year 0.

**Board Action:** Trustee Larry Rost made a motion to adopt the budget for Illinois Eastern Community Colleges District No. 529 for fiscal year 2009 as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-J. Affiliation Agreement with Crawford Memorial Hospital:** IECC wishes to enter into an affiliation agreement with Crawford Memorial Hospital, located in Robinson, Illinois. This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program. The CEO recommended approval.

**Board Action:** Trustee John Brooks made a motion to approve the affiliation agreement with Crawford Memorial Hospital as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Affiliation Agreement with National Healthcare/Crossroads Hospital:** IECC wishes to enter into an affiliation agreement with National Healthcare/Crossroads Hospital, located in Mt.

Vernon, Illinois. This affiliation agreement is for the Medical Office Assistant Program. The CEO recommended approval.

**Board Action:** Trustee John Brooks made a motion to approve the affiliation agreement with National Healthcare/Crossroads Hospital as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-L. Affiliation Agreement with Olney Renal Life Link/Olney Dialysis:** IECC wishes to enter into an affiliation agreement with Renal Life Link, Incorporated d/b/a Olney Dialysis, located in Olney, Illinois. This affiliation agreement is for the Associate Degree Nursing Program. The CEO recommended approval.

**Board Action:** Trustee John Brooks made a motion to approve the affiliation agreement with Olney Renal Life Link/Olney Dialysis as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-M. Preceptor Agreement with Sarah Bush Lincoln Health Center:** IECC wishes to enter into a preceptor agreement with Sarah Bush Lincoln Health Center, located in Charleston, Illinois. This preceptor agreement is for the Associate Degree Nursing Program. The CEO recommended approval.

**Board Action:** Trustee John Brooks made a motion to approve the preceptor agreement with Sarah Bush Lincoln Health Center as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-N. Wabash Valley College Environmental Survey:** At one time, Wabash Valley College (WVC) had an underground tank for the storage of gasoline. The tank was removed pursuant to the Illinois Environmental Protection Agency (IEPA) guidelines and the tank was disposed of properly. IEPA regulations require periodic testing of the tank site and the surrounding area. L.E. Anderson Brothers Oil Company, Inc. was the owner and operator of the underground tank and has contracted with, at no cost to the District, CW3M Company to complete the required environmental tests. To complete its work, CW3M has requested an access license to the premises of WVC and to conduct work needed to place the site in compliance. The CEO recommended approval of the access license with CW3M Company.

**Board Action:** Trustee Brenda Culver made a motion to approve the access license with CW3M Company as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9– “Bid Committee Report”** – The CFO presented the following recommendations of the Bid Committee, followed by Board action as recorded.

**#9-A. LTC – Baseball Field Renovation:** The Bid Committee recommended acceptance of the bid that meets all specifications for renovation of the Baseball Field at Lincoln Trail College, from Mid-America Sports Advantage, Jasper, Indiana, for a total of \$12,837.15.

Source of Funds: LTC Foundation. Department: Athletics.

**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 to accept the bid of Mid-America Sports Advantage, Jasper, Indiana, for renovation of the Baseball Field at Lincoln Trail College. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$5,506,904.03, as of August 31, 2008.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for September 2008, totaling \$1,289,970.50, 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 September 2008, in the amounts listed, and payments from the revolving fund for August 2008. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – CEO Terry Bruce presented reports on the following informational items:

1. **Fairfield Garment Building Assessment:** The City of Fairfield is seeking a reduction in the amount of this assessment.
2. **Emergency Alert System:** <http://www.e2campus.com/my/iecc/signup.htm>.
3. **Enrollment:** District-wide enrollment is down 7% from this time one year ago.

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

**AGENDA #13 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, August 19, 2008.

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

**400.1. Employment of Personnel**

A. Professional/Non-Faculty

1. Mary Corry, Coordinator of Allied Health Support & Development, OCC, effective October 6, 2008.

**400.2. Reemployment of IECC/LTC Correctional Center Employees for FY09. Employment is completely dependent upon funding from the Department of Corrections.**

A. Faculty

1. Marcie Burton, Job Preparedness Instructor/LCC
2. Alice Holtzhouser, Business Management Instructor/RCC
3. Pamela Murphy, Horticulture Instructor/RCC
4. James Patrick, Commercial Custodial Services Instructor/LCC
5. Harvey Ricker, Commercial Custodial Services Instructor/RCC
6. Jackie Shaffer, Job Preparedness Instructor/RCC
7. Lisa Shook, Food Service Technology Instructor/RCC
8. Brent Urfer, Job Preparedness Instructor/RCC

B. Professional/Non-Faculty

1. John Arabatgis, Academic Counselor/LCC/RCC
2. Mina Coleman, Youthful Offender Program Counselor/RCC
3. Karen Miller, Youthful Offender Program Counselor/LCC

C. Classified

1. Beverly Hemrich, Office Assistant/LCC

**400.3. FY08-09 Educational Level Changes**

A. Faculty

Bo Cook, from B to M, \$2,000.

**400.4. Special Assignment Change**

A. Academic

1. Nicholas Short, Head Women’s Softball Coach, OCC, changed from \$8,000 to \$6,000 per academic year.

**400.5. Salary Adjustment**

A. Professional/Non-Faculty

1. Wesley Weber, Program Director, Emergency Preparedness and Industrial Quality Management, FCC, increase salary by \$1,925.00, effective September 1, 2008. Salary will increase to \$64,255.

**400.6 Request for Approval of Proposed Non-College Employment**

A. Faculty

David Denton, East Richland High School, Olney, IL, approximate time per academic year 820 hours.

Lori Phillips, Carmi Medical Center, Carmi, IL, approximate time per academic year 208 Hours.

**400.7. Leave of Absence Approved by CEO since August 19, 2008**

A. None.

**400.8 Retirement**

A. Professional/Non-Faculty

1. Wesley Weber, Program Director, Emergency Preparedness and Industrial Quality Management, FCC, effective June 1, 2009.

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

**AGENDA #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – None.

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

**AGENDA #18 – “Other Items”** – None.

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

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

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

**Agenda Item #1**

**Call to Order and Roll Call**



**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

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

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports**

**A. Trustees**

**B. Presidents**

**C. Cabinet**

**Coal Mining Technology/Telecom**

**Agenda Item #6**

**Policy First Reading (and Possible Approval)**

**None**

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Certificate of Compliance**



**Agenda Item #8A**

**MEMORANDUM**

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 21, 2008  
SUBJECT: Certificate of Compliance with the Truth in Taxation Law

At the September 16<sup>th</sup> Board meeting, the Board approved the District's estimated aggregate tax levy and required that notice of the District's levy be placed in District newspapers and that a hearing be conducted on the levy pursuant to the Truth in Taxation Law which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

Since the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice was given and a public hearing was held on the District's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year.

The Board estimated the aggregate amount of taxes estimated to be levied for the year 2008 is \$3,980,000 and that the aggregate amount of taxes estimated to be levied for the year 2008 did exceed 105% of the taxes extended in the year 2007. Public notice was placed in the following newspapers of general circulation in the District,

Albion Journal Register, Edwards County  
Bridgeport Leader, Lawrence County  
Carmi Times, White County  
Clay County Republican, Clay County  
Daily Republican Register, Wabash County  
Lincoln Trail Publishing, Clark County  
McLeansboro Times Leader, Hamilton County  
Newton Press-Mentor, Jasper County  
Olney Daily Mail, Richland County  
Robinson Daily News, Crawford County  
Toledo Democrat, Cumberland County  
Wayne County Press, Wayne County

A public hearing was held, in the manner and time prescribed in the notice. The notice was published not more than 14 days nor less than 7 days prior to the hearing. I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.

TLB/rs

TRUTH IN TAXATION  
CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of  
Illinois Eastern Community Colleges District No. 529 and as such presiding

officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the "Truth in Taxation" Law.

**CHECK ONE OF THE CHOICES BELOW:**

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.

The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.

The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2008 levy.

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

Presiding Officer \_\_\_\_\_  
(Signature)

NOTICE OF PROPOSED TAX INCREASE FOR  
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2008 will be held on October 21, 2008 at 6:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618-393-2982).

- II. The corporate and special purpose property taxes extended or abated for the year 2007 were \$3,698,941.

The proposed corporate and special purpose property taxes to be levied for 2008 are \$3,980,000. This represents a 7.6% increase over the previous year extension.

- III. The property taxes extended for debt service for 2007 were \$1,689,027.

The estimated property taxes to be levied for debt service and public building commission leases for 2008 are \$1,595,120. This represents a 6% decrease over the previous year.

- IV. The total property taxes extended or abated for 2007 were \$5,387,968.

The estimated total property taxes to be levied for 2008 are \$5,575,120. This represents a 3% increase over the previous year extension.

**Section 5:** This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 21st day of September 2008.

BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY  
COLLEGES  
COUNTIES OF RICHLAND, CLARK, CLAY,  
CRAWFORD, CUMBERLAND, EDWARDS,  
HAMILTON, JASPER, LAWRENCE,  
WABASH, WAYNE AND WHITE  
STATE OF ILLINOIS

By: \_\_\_\_\_ G. Andrew Fischer  
Chairman

ATTEST: \_\_\_\_\_ Harry Hillis, Jr.  
Secretary

**Agenda Item #8B**

**Certificate of Tax Levy**

**Agenda Item #8B**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 21, 2008  
SUBJECT: Certification of Tax Levy for FY2010

It is necessary to certify IECC's tax levies for FY2010, beginning July 1, 2009 and ending June 30, 2010. This information and that of prior years is presented for comparison on the following page.

In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for FY2010 is estimated at 39.82 cents per \$100 in equalized assessed valuation.

Mr. Chairman, I recommend that the tax levies as presented for fiscal year 2010 be certified.

TLB/rs

Illinois Eastern Community Colleges  
Fiscal Year 2009-2010 Tax Levies

It is necessary to certify our tax levies for FY2010, beginning July 1, 2009 and ending June 30, 2010. This information and that of prior years is presented below to assist in evaluating next year's levy.

<u>YEAR</u>	<u>ACTUAL EAV</u>	<u>EDUCATIONAL LEVY</u>	<u>BUILDING LEVY</u>	<u>TOTAL LEVY</u>	<u>ACTUAL TOTAL TAX RATE</u>	<u>OPERATING TAX .25 EXTENSION</u>	<u>% EXTENSION IS OF LEVY</u>
90-91	653,538,264	1,302,000	558,000	1,860,000	45.00	1,633,846	88
91-92	671,687,523	1,302,000	558,000	1,860,000	42.80	1,679,206	90
92-93	674,813,407	1,225,000	525,000	1,750,000	43.54	1,687,034	96
93-94	690,368,534	1,225,000	525,000	1,750,000	43.28	1,725,921	99
94-95	710,255,106	1,313,000	562,000	1,875,000	43.15	1,775,637	95
95-96	743,421,002	1,330,000	570,000	1,900,000	42.08	1,888,553	99
96-97	789,479,991	1,400,000	600,000	2,000,000	42.42	1,973,618	99
97-98	840,096,133	1,555,000	667,000	2,222,000	40.32	2,100,240	95
98-99	904,660,676	1,610,000	690,000	2,300,000	45.47	2,261,652	98
99-00	945,037,299	1,800,000	765,000	2,565,000	44.28	2,362,597	92
00-01	983,802,073	1,820,000	780,000	2,600,000	43.77	2,459,505	95
01-02	980,620,689	1,837,500	787,500	2,625,000	41.76	2,451,552	93
02-03	1,010,227,912	1,837,500	787,500	2,625,000	45.13	2,525,570	96
03-04	1,019,727,226	1,925,000	825,000	2,750,000	44.41	2,548,293	93
04-05	1,034,733,922	1,925,000	825,000	2,750,000	44.44	2,590,749	94
05-06	1,023,487,154	1,925,000	825,000	2,750,000	43.72	2,558,772	93
06-07	1,077,939,382	1,925,000	825,000	2,750,000	44.99	2,695,516	98
07-08	1,101,476,437	2,100,000	900,000	3,000,000	42.55	2,753,698	92
08-09	1,109,341,717	2,135,000	915,000	3,050,000	42.71	2,773,354	91
Recommended: 09-10	1,400,000,000	2,450,000	1,050,000	3,500,000	39.82	3,500,000	

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, for insurance purposes:(tort liability, medicare, worker's compensation and unemployment), and for financial audit purposes. It is recommended that the tax levies as presented for FY09-10 be certified.

CERTIFICATE OF TAX LEVY

Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Richland, Clark, Clay, Crawford, Cumberland, Wayne, Wabash & White. Community College District Name Illinois Eastern Community Colleges and State of Illinois.

We hereby certify that we require:

the sum of \$ 2,450,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,050,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and

the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and

the sum of \$ 60,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and

the sum of \$ 200,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and

the sum of \$ 50,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and

the sum of \$ 170,000 to be levied as a special tax for (specify)worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2008.

Signed this 21st day of October, 2008

\_\_\_\_\_  
Chairman of the Board of Said Community College District

\_\_\_\_\_  
Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

.....  
(Detach and return to community college district)

This is to certify that the Certificate of Tax Levy for Community College District No. \_\_\_\_\_  
County(ies) of \_\_\_\_\_  
\_\_\_\_\_ and State of Illinois on the equalized  
assessed value of all taxable property of said community college district for the year 20 \_\_\_\_\_  
was filed in the office of the County Clerk of this county on  
\_\_\_\_\_, 20\_\_\_\_\_

In addition to an extension of taxes authorized by levies made by the board of said community college district and additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20\_\_\_\_\_ is \$\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Clerk and County



**Agenda Item #8C**

**General Accounting Standards Board**

**Agenda Item #8C**

MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: October 21, 2008  
RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), governmental entities may designate the fiscal year that their tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap our school year and fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied for the year 2008 will be collected late in calendar year 2009 and that such levy will be allocated 100% to fiscal year 2010.

I ask the Board's adoption of this resolution.

RB/cr

**RESOLUTION SETTING FORTH TAX LEVIES FOR 2008**

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2008 concerning tax levies and extensions

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000) be levied as a tax for Educational purposes; and the sum of One Million Fifty Thousand Dollars (\$1,050,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Thousand Dollars (\$200,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Fifty Thousand Dollars (\$50,000) be levied as a special tax for Financial Audit purposes; and the sum of Sixty Thousand Dollars (\$60,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of One Hundred Seventy Thousand Dollars (\$170,000) be levied as a special tax for Worker’s Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, for the year 2008 to be collected in the year 2009; and that the levy for the year 2008 be allocated 100% for Fiscal Year 2010.

Adopted this 21st day of October, A.D. 2008

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Trustees      Date  
Community College District #529

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees      Date  
Community College District #529

**Agenda Item #8D**

**Renewal of Telephone Service Contract**

**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 21, 2008  
RE: Renewal of Telephone Service Contract

In 2005, the Board of Trustees asked telephone service providers to bid on servicing the District's telephone system located at each of the four colleges and the District Office. The successful telephone service bidder was Consolidated Communications of Mattoon, Illinois with a total bid for all locations of \$26,362.56 per year. (Other bids received were for \$35,337.00; \$37,656.00; \$40,478.00; and \$50,747.00.) The District approved contracts with Consolidated for telephone system service from January 16, 2006 until January 16, 2009.

Consolidated Communications has provided excellent service to the District and has proposed to extend the existing contract for an additional three years without any increased cost except for additional telephone equipment added by the District since the contract began. Consolidated has proposed an annual contract amount of \$28,642.80, an increase of \$2,280.24 per year.

I ask the Board's approval of a contract extension with Consolidated Communications for services for the District's telephone system in the amount of \$28,642.80 per year from January 16, 2009 until January 16, 2012.

TLB/rs

Attachments

Agreement No. \_\_\_\_\_

**CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.**

**MAINTENANCE AGREEMENT**

This Agreement (the "Agreement") is made between CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC. (CCBS) and  
IECC - Frontier Community College ("Customer").

**1. MAINTENANCE OF EQUIPMENT**

CCBS agrees to provide Customer with repair services and, if Customer elects, maintenance services for the communication equipment (the "Equipment") that is described on the attached Equipment Schedule. The equipment listed herein is located at the following Customer-premise location: 2 Frontier Drive, Fairfield IL.

**2. TERM**

The initial term (the "Term") of the Agreement shall be 36 months, beginning on 1/16/2009. In the event that Customer terminates this Agreement prior to the expiration of the Term of this Agreement or Customer otherwise materially breaches this Agreement and such breach continues uncured for a period of 30 days after written notice of such breach, Customer shall pay CCBS a termination charge in an amount equal to 50% of the monthly rate times the number of months remaining on the initial term of this Agreement. The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages.

**3. CHARGES**

Within 14 days of the invoice date or coupon date, Customer agrees to pay CCBS:

- a.  For services and parts provided during normal business hours listed in paragraph 4. At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of N/A for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- b.  For services provided 7 days a week/24 hours a day including two (2) hours response for emergencies (paragraph 4 and 5 do not apply). At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of \$4,120.68 for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- c. Moves, adds and changes are not covered by this Agreement. Also, repairs performed whether emergency or non-emergency as a result of any of the following shall be subject to charges in addition to the monthly charge: Equipment which has been (a) altered or repaired in any material way, without CCBS' written consent, so as to materially and adversely affect the Equipment's reliability and performance; (b) subjected to abuse, misuse or neglect and (c) damaged directly or indirectly by third parties or other vendors, as well as outside sources, including but not limited to fire, theft, vandalism, storms, lightning, water, power failures, heating or cooling failures, and acts God, or similar causes, normal wear and tear excepted.
- d. Any additions or deletions to the quantities and/or type of equipment to be covered over the term of this Agreement must be submitted as an addendum (the "Addendum") to this Agreement and agreed to by both parties. The Addendum shall reflect all adjustments to Charges, as listed herein, and any new rates will become effective as of the date of the Addendum. All equipment added to the Maintenance Agreement through an Addendum shall become a part of the Agreement upon the effective date of the Addendum and shall run co-terminus with the remainder of the initial term of the Agreement. CCBS shall have the right to periodically inventory equipment at Customer's site and adjust the Charges set forth above accordingly.
- e. CCBS labor utilized to work on equipment or services not covered by this Agreement will also be billed at the standard hourly rate.

**4. SERVICE HOURS**

CCBS shall provide routine repair and maintenance services during normal working hours (8:00 A.M. - 5:00 P.M.) Monday through Friday, excluding holidays. Any service call that exceeds eight (8) hours or falls outside of the scheduled working hours will be billed at the time and material overtime rate then in effect.

(The terms and conditions listed on subsequent pages apply to this Agreement).

DATED: \_\_\_\_\_

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

**CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.**  
121 S. 17th Street  
Mattoon, IL 61938

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

Michael Vrem Sales Manager  
\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

**5. EMERGENCY SERVICE**

In the event of a major service interruption, CCBS shall provide twenty-four (24) hour emergency service by responding within two (2) hours following notification from Customer of a major service interruption. A major service interruption is deemed to arise only upon the occurrence of any of the following events:

- (a) Customer's console is out of service;
- (b) Customer's equipment is unable to process calls;
- (c) 20 Percent or more of the stations or trunks are out of service.

**6. ADDITIONAL SERVICES**

Upon Customer's request, CCBS shall perform (i) the installation of any additions to the Hardware; (ii) moves of and changes to the Hardware and the features associated therewith; and (iii) the repair or replacement of hardware which has malfunctioned as the result of any of the causes described in paragraph 3(c). These services ("Additional Services") shall be performed by CCBS at Customer's sole expense, at CCBS' applicable rates for materials and labor therefor. The charge for Additional Services shall be due and payable to CCBS within fourteen (14) days of CCBS' invoicing thereof. If the Customer changes their equipment configurations in the future, any such changes will be renegotiated in good faith by both parties to reflect any additional maintenance requirements and be incorporated into an Addendum to this Agreement. The standard hourly labor rate, then in effect, applies to scheduled working hours.

**7. RIGHT OF ENTRY**

Customer shall allow CCBS' agents to enter the premises of Customer at reasonable times to fulfill the obligations of CCBS under the Agreement.

**8. WARRANTY**

CCBS warrants for a period of 90 days following installation that all parts ("Parts") furnished shall be free from any defects in material and workmanship. This warranty shall not extend to any Part that has been tampered with, altered, misused, improperly repaired or maintained by non-CCBS personnel, improperly handled or stored, or used with other equipment of poor quality. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE QUALITY OF SERVICES TO BE RENDERED OR MATERIAL TO BE FURNISHED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. DEFAULT**

Customer shall be in default under this Agreement if:

- (a) Customer fails to make any payment when due under the Agreement and does not cure that failure within a period of 14 days;
- (b) Anyone other than CCBS' personnel performs or attempts to perform any service on the Equipment that CCBS is obligated to perform under the Agreement;
- (c) The Equipment is coupled to any apparatus or there is an alteration not approved by CCBS; or
- (d) Customer breaches any other provision of the Agreement and does not cure that breach within a period of 14 days after CCBS makes written demand.

In the event of a default, and in addition to any other rights or remedies to which CCBS may be entitled, CCBS may (a) refuse to provide further services under the Agreement until Customer cures the default, or (b) terminate the Agreement immediately.

**10. EXCLUSIVE REMEDY**

Customer shall give CCBS prompt notice of any claim to be made under the above warranty. If CCBS reasonably determines that the Parts do not conform to the warranty, CCBS shall repair or replace the Parts free of charge during the term of the warranty. All replaced parts will become the property of CCBS. If CCBS determines that it is not feasible to repair or replace the Parts, CCBS will refund the Purchase Price of the Parts. THE FOREGOING REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST CCBS FOR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE. CCBS SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSONS, DAMAGE TO PROPERTY, LOST PROFITS OR SALES.

**11. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the final, complete and exclusive statement of the contract between CCBS and Customer. No representatives, understandings or agreements have been made or relied upon in making the Agreement, other than those specifically set forth in the Agreement. No modification or supplementation of the Agreement shall be effective unless specifically agreed to in a writing signed by both CCBS and Customer. However, in order to provide a simple method by which CCBS and Customer may alter the list of items covered by the Agreement, any Addendum to this Agreement may be in the form of a letter amendment, sent via certified mail by CCBS, to the Customer to which the Customer has not objected in writing within 14 days following receipt of said letter amendment.

**12. ASSIGNMENT AND DELEGATION**

The Customer may assign this Agreement only with prior written consent of CCBS, which shall not be unreasonably withheld.

**13. APPLICABLE LAW**

The formation and performance of the Agreement shall be governed by the laws of the State of Illinois.

**14. ACCEPTANCE**

This Agreement is subject to acceptance on behalf of CCBS by an authorized signature at its home office.

Schedule for Maintenance Agreement \_\_\_\_\_ between Consolidated Communications Business Systems, Inc. (CCBS) and \_\_\_\_\_ IECC - Frontier Community College \_\_\_\_\_ ("Customer"):

<u>EQUIPMENT SCHEDULE</u>	<u>QTY</u>	<u>PER ITEM RATE</u>	<u>TOTAL</u>
NORTEL MERIDIAN PBX: <u>Option 11C - Rel 5.0</u>	1	INCLUDED	\$0.00
SWITCHROOM ONLY COVERAGE - IN SERVICE PORTS	224	\$1.60	\$358.40
VOICE MAIL SYSTEM <u>0</u>	0	\$0.00	\$0.00
CALL ACCOUNTING	0	\$0.00	\$0.00
SECURE SENTINEL MODEM	1	\$9.70	\$9.70
SPECIAL EQUIPMENT: <u>Console</u>	1	\$13.44	\$13.44

STANDARD 1 YR CONTRACT TOTAL MO. RATE: **\$381.54** TOTAL ANNUAL RATE: **\$4,578.48**

● 10% DISC. MULTI-YEAR MAINT. TOTAL MO. RATE: **\$343.39** TOTAL ANNUAL RATE: **\$4,120.68**

**COMMENTS:**

**Unless specified otherwise, this maintenance contract does not cover headset units, UPS battery back-up units, (including batteries), paging equipment, and/or applicable telset batteries.**

**NOTE: Switchroom only coverage does not cover telsets or peripheral equipment not located in the switchroom. These items will be maintained on a Time & Material basis.**

Main Bill #: 996-2985  
Salesperson: Karen Louthan

This document may be executed in counterparts, each of which taken together shall constitute one instrument. In addition, to the extent that this Agreement is transmitted by fax machine, the sender of such fax transmission hereby adopts as his/her original signature the signature appearing thereon as reproduced by the fax machine receiving such transmission. The sender of the faxed document hereby acknowledges that the paper transmitted through the fax machine and the printout from the receiving fax machine (including, without limitation, any complete photocopy thereof) is a counterpart original of this document. Further, the sender of the faxed document acknowledges that this document has been duly and validly executed by the undersigned and that this document is enforceable in accordance with its terms.



**CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.**

**MAINTENANCE AGREEMENT**

This Agreement (the "Agreement") is made between CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC. (CCBS) and  
IECC - Main & Crisp Sites ("Customer").

**1. MAINTENANCE OF EQUIPMENT**

CCBS agrees to provide Customer with repair services and, if Customer elects, maintenance services for the communication equipment (the "Equipment") that is described on the attached Equipment Schedule. The equipment listed herein is located at the following Customer-premise location: Lincoln Trail Main & Crisp sites.

**2. TERM**

The initial term (the "Term") of the Agreement shall be 36 months, beginning on 1/16/2009. In the event that Customer terminates this Agreement prior to the expiration of the Term of this Agreement or Customer otherwise materially breaches this Agreement and such breach continues uncured for a period of 30 days after written notice of such breach, Customer shall pay CCBS a termination charge in an amount equal to 50% of the monthly rate times the number of months remaining on the initial term of this Agreement. The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages.

**3. CHARGES**

Within 14 days of the invoice date or coupon date, Customer agrees to pay CCBS:

- a.  For services and parts provided during normal business hours listed in paragraph 4. At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of N/A for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- b.  For services provided 7 days a week/24 hours a day including two (2) hours response for emergencies (paragraph 4 and 5 do not apply). At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of \$8,565.08 for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- c. Moves, adds and changes are not covered by this Agreement. Also, repairs performed whether emergency or non-emergency as a result of any of the following shall be subject to charges in addition to the monthly charge: Equipment which has been (a) altered or repaired in any material way, without CCBS' written consent, so as to materially and adversely affect the Equipment's reliability and performance; (b) subjected to abuse, misuse or neglect and (c) damaged directly or indirectly by third parties or other vendors, as well as outside sources, including but not limited to fire, theft, vandalism, storms, lightning, water, power failures, heating or cooling failures, and acts God, or similar causes, normal wear and tear excepted.
- d. Any additions or deletions to the quantities and/or type of equipment to be covered over the term of this Agreement must be submitted as an addendum (the "Addendum") to this Agreement and agreed to by both parties. The Addendum shall reflect all adjustments to Charges, as listed herein, and any new rates will become effective as of the date of the Addendum. All equipment added to the Maintenance Agreement through an Addendum shall become a part of the Agreement upon the effective date of the Addendum and shall run co-terminus with the remainder of the initial term of the Agreement. CCBS shall have the right to periodically inventory equipment at Customer's site and adjust the Charges set forth above accordingly.
- e. CCBS labor utilized to work on equipment or services not covered by this Agreement will also be billed at the standard hourly rate.

**4. SERVICE HOURS**

CCBS shall provide routine repair and maintenance services during normal working hours (8:00 A.M. - 5:00 P.M.) Monday through Friday, excluding holidays. Any service call that exceeds eight (8) hours or falls outside of the scheduled working hours will be billed at the time and material overtime rate then in effect.

(The terms and conditions listed on subsequent pages apply to this Agreement).

DATED: \_\_\_\_\_

**IECC - Main & Crisp Sites**  
233 E CHESTNUT ST.  
OLNEY, IL 62450

**CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.**  
121 S. 17th Street  
Mattoon, IL 61938

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

Michael Vrem Sales Manager  
\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

**5. EMERGENCY SERVICE**

In the event of a major service interruption, CCBS shall provide twenty-four (24) hour emergency service by responding within two (2) hours following notification from Customer of a major service interruption. A major service interruption is deemed to arise only upon the occurrence of any of the following events:

- (a) Customer's console is out of service;
- (b) Customer's equipment is unable to process calls;
- (c) 20 Percent or more of the stations or trunks are out of service.

**6. ADDITIONAL SERVICES**

Upon Customer's request, CCBS shall perform (i) the installation of any additions to the Hardware; (ii) moves of and changes to the Hardware and the features associated therewith; and (iii) the repair or replacement of hardware which has malfunctioned as the result of any of the causes described in paragraph 3(c). These services ("Additional Services") shall be performed by CCBS at Customer's sole expense, at CCBS' applicable rates for materials and labor therefor. The charge for Additional Services shall be due and payable to CCBS within fourteen (14) days of CCBS' invoicing thereof. If the Customer changes their equipment configurations in the future, any such changes will be renegotiated in good faith by both parties to reflect any additional maintenance requirements and be incorporated into an Addendum to this Agreement. The standard hourly labor rate, then in effect, applies to scheduled working hours.

**7. RIGHT OF ENTRY**

Customer shall allow CCBS' agents to enter the premises of Customer at reasonable times to fulfill the obligations of CCBS under the Agreement.

**8. WARRANTY**

CCBS warrants for a period of 90 days following installation that all parts ("Parts") furnished shall be free from any defects in material and workmanship. This warranty shall not extend to any Part that has been tampered with, altered, misused, improperly repaired or maintained by non-CCBS personnel, improperly handled or stored, or used with other equipment of poor quality. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE QUALITY OF SERVICES TO BE RENDERED OR MATERIAL TO BE FURNISHED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. DEFAULT**

Customer shall be in default under this Agreement if:

- (a) Customer fails to make any payment when due under the Agreement and does not cure that failure within a period of 14 days;
- (b) Anyone other than CCBS' personnel performs or attempts to perform any service on the Equipment that CCBS is obligated to perform under the Agreement;
- (c) The Equipment is coupled to any apparatus or there is an alteration not approved by CCBS; or
- (d) Customer breaches any other provision of the Agreement and does not cure that breach within a period of 14 days after CCBS makes written demand.

In the event of a default, and in addition to any other rights or remedies to which CCBS may be entitled, CCBS may (a) refuse to provide further services under the Agreement until Customer cures the default, or (b) terminate the Agreement immediately.

**10. EXCLUSIVE REMEDY**

Customer shall give CCBS prompt notice of any claim to be made under the above warranty. If CCBS reasonably determines that the Parts do not conform to the warranty, CCBS shall repair or replace the Parts free of charge during the term of the warranty. All replaced parts will become the property of CCBS. If CCBS determines that it is not feasible to repair or replace the Parts, CCBS will refund the Purchase Price of the Parts. THE FOREGOING REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST CCBS FOR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE. CCBS SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSONS, DAMAGE TO PROPERTY, LOST PROFITS OR SALES.

**11. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the final, complete and exclusive statement of the contract between CCBS and Customer. No representatives, understandings or agreements have been made or relied upon in making the Agreement, other than those specifically set forth in the Agreement. No modification or supplementation of the Agreement shall be effective unless specifically agreed to in a writing signed by both CCBS and Customer. However, in order to provide a simple method by which CCBS and Customer may alter the list of items covered by the Agreement, any Addendum to this Agreement may be in the form of a letter amendment, sent via certified mail by CCBS, to the Customer to which the Customer has not objected in writing within 14 days following receipt of said letter amendment.

**12. ASSIGNMENT AND DELEGATION**

The Customer may assign this Agreement only with prior written consent of CCBS, which shall not be unreasonably withheld.

**13. APPLICABLE LAW**

The formation and performance of the Agreement shall be governed by the laws of the State of Illinois.

**14. ACCEPTANCE**

This Agreement is subject to acceptance on behalf of CCBS by an authorized signature at its home office.

Schedule for Maintenance Agreement \_\_\_\_\_ between Consolidated Communications Business Systems, Inc. (CCBS) and \_\_\_\_\_ IECC - Main & Crisp Sites \_\_\_\_\_ ("Customer"):

<u>EQUIPMENT SCHEDULE</u>	<u>QTY</u>	<u>PER ITEM RATE</u>	<u>TOTAL</u>
NORTEL MERIDIAN PBX: <u>Option 11C - Rel 5.0</u>	2	INCLUDED	\$0.00
SWITCHROOM ONLY COVERAGE - IN SERVICE PORTS	351	\$1.60	\$561.60
VOICE MAIL SYSTEM <u>0</u>	0	\$0.00	\$0.00
CALL ACCOUNTING	0	\$0.00	\$0.00
SECURE SENTINEL MODEM	2	\$9.70	\$19.40
SPECIAL EQUIPMENT: <u>Console</u>	2	\$13.44	\$26.88

STANDARD 1 YR CONTRACT	TOTAL MO. RATE: <b>\$607.88</b>	TOTAL ANNUAL RATE: <b>\$7,294.56</b>
● 10% DISC. MULTI-YEAR MAINT.	TOTAL MO. RATE: <b>\$547.09</b>	TOTAL ANNUAL RATE: <b>\$6,565.08</b>

**COMMENTS:**

**Unless specified otherwise, this maintenance contract does not cover headset units, UPS battery back-up units, (including batteries), paging equipment, and/or applicable telset batteries.**

**This agreement covers the Lincoln Trail Main Site & the Lincoln Trail South (Crisp) site.**

**NOTE: Switchroom only coverage does not cover telsets or peripheral equipment not located in the switchroom. These items will be maintained on a Time & Material basis.**

Main Bill #: 996-2983  
Salesperson: Karen Louthan

This document may be executed in counterparts, each of which taken together shall constitute one instrument. In addition, to the extent that this Agreement is transmitted by fax machine, the sender of such fax transmission hereby adopts as his/her original signature the signature appearing thereon as reproduced by the fax machine receiving such transmission. The sender of the faxed document hereby acknowledges that the paper transmitted through the fax machine and the printout from the receiving fax machine (including, without limitation, any complete photocopy thereof) is a counterpart original of this document. Further, the sender of the faxed document acknowledges that this document has been duly and validly executed by the undersigned and that this document is enforceable in accordance with its terms.

CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.

MAINTENANCE AGREEMENT

This Agreement (the "Agreement") is made between CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC. (CCBS) and  
IECC ("Customer").

1. MAINTENANCE OF EQUIPMENT

CCBS agrees to provide Customer with repair services and, if Customer elects, maintenance services for the communication equipment (the "Equipment") that is described on the attached Equipment Schedule. The equipment listed herein is located at the following Customer-premise location: 305 North West St. Olney, IL 62450 (Olney Central).

2. TERM

The initial term (the "Term") of the Agreement shall be 36 months, beginning on 1/16/2009. In the event that Customer terminates this Agreement prior to the expiration of the Term of this Agreement or Customer otherwise materially breaches this Agreement and such breach continues uncured for a period of 30 days after written notice of such breach, Customer shall pay CCBS a termination charge in an amount equal to 50% of the monthly rate times the number of months remaining on the initial term of this Agreement. The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages.

3. CHARGES

Within 14 days of the invoice date or coupon date, Customer agrees to pay CCBS:

a.  For services and parts provided during normal business hours listed in paragraph 4. At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of N/A for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)

b.  For services provided 7 days a week/24 hours a day including two (2) hours response for emergencies (paragraph 4 and 5 do not apply). At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of \$9,853.80 for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)

c. Moves, adds and changes are not covered by this Agreement. Also, repairs performed whether emergency or non-emergency as a result of any of the following shall be subject to charges in addition to the monthly charge: Equipment which has been (a) altered or repaired in any material way, without CCBS' written consent, so as to materially and adversely affect the Equipment's reliability and performance; (b) subjected to abuse, misuse or neglect and (c) damaged directly or indirectly by third parties or other vendors, as well as outside sources, including but not limited to fire, theft, vandalism, storms, lightning, water, power failures, heating or cooling failures, and acts God, or similar causes, normal wear and tear excepted.

d. Any additions or deletions to the quantities and/or type of equipment to be covered over the term of this Agreement must be submitted as an addendum (the "Addendum") to this Agreement and agreed to by both parties. The Addendum shall reflect all adjustments to Charges, as listed herein, and any new rates will become effective as of the date of the Addendum. All equipment added to the Maintenance Agreement through an Addendum shall become a part of the Agreement upon the effective date of the Addendum and shall run co-terminus with the remainder of the initial term of the Agreement. CCBS shall have the right to periodically inventory equipment at Customer's site and adjust the Charges set forth above accordingly.

e. CCBS labor utilized to work on equipment or services not covered by this Agreement will also be billed at the standard hourly rate.

4. SERVICE HOURS

CCBS shall provide routine repair and maintenance services during normal working hours (8:00 A.M. - 5:00 P.M.) Monday through Friday, excluding holidays. Any service call that exceeds eight (8) hours or falls outside of the scheduled working hours will be billed at the time and material overtime rate then in effect.

(The terms and conditions listed on subsequent pages apply to this Agreement).

DATED: \_\_\_\_\_

IECC  
233 E CHESTNUT ST.  
OLNEY, IL 62450

CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.  
121 S. 17th Street  
Mattoon, IL 61938

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

Michael Vrem Sales Manager  
(PRINT AUTHORIZED NAME) (TITLE)

**5. EMERGENCY SERVICE**

In the event of a major service interruption, CCBS shall provide twenty-four (24) hour emergency service by responding within two (2) hours following notification from Customer of a major service interruption. A major service interruption is deemed to arise only upon the occurrence of any of the following events:

- (a) Customer's console is out of service;
- (b) Customer's equipment is unable to process calls;
- (c) 20 Percent or more of the stations or trunks are out of service.

**6. ADDITIONAL SERVICES**

Upon Customer's request, CCBS shall perform (i) the installation of any additions to the Hardware; (ii) moves of and changes to the Hardware and the features associated therewith; and (iii) the repair or replacement of hardware which has malfunctioned as the result of any of the causes described in paragraph 3(c). These services ("Additional Services") shall be performed by CCBS at Customer's sole expense, at CCBS' applicable rates for materials and labor therefor. The charge for Additional Services shall be due and payable to CCBS within fourteen (14) days of CCBS' invoicing thereof. If the Customer changes their equipment configurations in the future, any such changes will be renegotiated in good faith by both parties to reflect any additional maintenance requirements and be incorporated into an Addendum to this Agreement. The standard hourly labor rate, then in effect, applies to scheduled working hours.

**7. RIGHT OF ENTRY**

Customer shall allow CCBS' agents to enter the premises of Customer at reasonable times to fulfill the obligations of CCBS under the Agreement.

**8. WARRANTY**

CCBS warrants for a period of 90 days following installation that all parts ("Parts") furnished shall be free from any defects in material and workmanship. This warranty shall not extend to any Part that has been tampered with, altered, misused, improperly repaired or maintained by non-CCBS personnel, improperly handled or stored, or used with other equipment of poor quality. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE QUALITY OF SERVICES TO BE RENDERED OR MATERIAL TO BE FURNISHED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. DEFAULT**

Customer shall be in default under this Agreement if:

- (a) Customer fails to make any payment when due under the Agreement and does not cure that failure within a period of 14 days;
- (b) Anyone other than CCBS' personnel performs or attempts to perform any service on the Equipment that CCBS is obligated to perform under the Agreement;
- (c) The Equipment is coupled to any apparatus or there is an alteration not approved by CCBS; or
- (d) Customer breaches any other provision of the Agreement and does not cure that breach within a period of 14 days after CCBS makes written demand.

In the event of a default, and in addition to any other rights or remedies to which CCBS may be entitled, CCBS may (a) refuse to provide further services under the Agreement until Customer cures the default, or (b) terminate the Agreement immediately.

**10. EXCLUSIVE REMEDY**

Customer shall give CCBS prompt notice of any claim to be made under the above warranty. If CCBS reasonably determines that the Parts do not conform to the warranty, CCBS shall repair or replace the Parts free of charge during the term of the warranty. All replaced parts will become the property of CCBS. If CCBS determines that it is not feasible to repair or replace the Parts, CCBS will refund the Purchase Price of the Parts. THE FOREGOING REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST CCBS FOR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE. CCBS SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSONS, DAMAGE TO PROPERTY, LOST PROFITS OR SALES.

**11. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the final, complete and exclusive statement of the contract between CCBS and Customer. No representatives, understandings or agreements have been made or relied upon in making the Agreement, other than those specifically set forth in the Agreement. No modification or supplementation of the Agreement shall be effective unless specifically agreed to in a writing signed by both CCBS and Customer. However, in order to provide a simple method by which CCBS and Customer may alter the list of items covered by the Agreement, any Addendum to this Agreement may be in the form of a letter amendment, sent via certified mail by CCBS, to the Customer to which the Customer has not objected in writing within 14 days following receipt of said letter amendment.

**12. ASSIGNMENT AND DELEGATION**

The Customer may assign this Agreement only with prior written consent of CCBS, which shall not be unreasonably withheld.

**13. APPLICABLE LAW**

The formation and performance of the Agreement shall be governed by the laws of the State of Illinois.

**14. ACCEPTANCE**

This Agreement is subject to acceptance on behalf of CCBS by an authorized signature at its home office.

Schedule for Maintenance Agreement \_\_\_\_\_ between Consolidated Communications Business Systems, Inc. (CCBS) and \_\_\_\_\_ IECC \_\_\_\_\_ ("Customer"):

<u>EQUIPMENT SCHEDULE</u>	<u>QTY</u>	<u>PER ITEM RATE</u>	<u>TOTAL</u>
NORTEL MERIDIAN PBX: <u>Option 61C - Rel 5.0</u>	1	INCLUDED	\$0.00
SWITCHROOM ONLY COVERAGE - IN SERVICE PORTS	416	\$1.60	\$665.60
VOICE MAIL SYSTEM <u>CallPilot</u>	1	\$223.65	\$223.65
CALL ACCOUNTING	0	\$0.00	\$0.00
SECURE SENTINEL MODEM	1	\$9.70	\$9.70
SPECIAL EQUIPMENT: <u>Console</u>	1	\$13.44	\$13.44

STANDARD 1 YR CONTRACT TOTAL MO. RATE: **\$912.39** TOTAL ANNUAL RATE: **\$10,948.68**

● 10% DISC. MULTI-YEAR MAINT. TOTAL MO. RATE: **\$821.15** TOTAL ANNUAL RATE: **\$9,853.80**

**COMMENTS:**

**Unless specified otherwise, this maintenance contract does not cover headset units, UPS battery back-up units, (including batteries), paging equipment, and/or applicable telset batteries.**

**NOTE: Switchroom only coverage does not cover telsets or peripheral equipment not located in the switchroom. These items will be maintained on a Time & Material basis.**

Main Bill #: 996-7777  
Salesperson: Karen Louthan

This document may be executed in counterparts, each of which taken together shall constitute one instrument. In addition, to the extent that this Agreement is transmitted by fax machine, the sender of such fax transmission hereby adopts as his/her original signature the signature appearing thereon as reproduced by the fax machine receiving such transmission. The sender of the faxed document hereby acknowledges that the paper transmitted through the fax machine and the printout from the receiving fax machine (including, without limitation, any complete photocopy thereof) is a counterpart original of this document. Further, the sender of the faxed document acknowledges that this document has been duly and validly executed by the undersigned and that this document is enforceable in accordance with its terms.

Agreement No. \_\_\_\_\_

**CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.**

**MAINTENANCE AGREEMENT**

This Agreement (the "Agreement") is made between CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC. (CCBS) and

\_\_\_\_\_  
IECC ("Customer").

**1. MAINTENANCE OF EQUIPMENT**

CCBS agrees to provide Customer with repair services and, if Customer elects, maintenance services for the communication equipment (the "Equipment") that is described on the attached Equipment Schedule. The equipment listed herein is located at the following Customer-premise location: 2200 College Dr. Mt. Carmel, IL 62863 (Wabash Valley).

**2. TERM**

The initial term (the "Term") of the Agreement shall be 36 months, beginning on 1/16/2009. In the event that Customer terminates this Agreement prior to the expiration of the Term of this Agreement or Customer otherwise materially breaches this Agreement and such breach continues uncured for a period of 30 days after written notice of such breach, Customer shall pay CCBS a termination charge in an amount equal to 50% of the monthly rate times the number of months remaining on the initial term of this Agreement. The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages.

**3. CHARGES**

Within 14 days of the invoice date or coupon date, Customer agrees to pay CCBS:

- a.  For services and parts provided during normal business hours listed in paragraph 4. At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of N/A for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- b.  For services provided 7 days a week/24 hours a day including two (2) hours response for emergencies (paragraph 4 and 5 do not apply). At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of \$5,779.56 for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- c. Moves, adds and changes are not covered by this Agreement. Also, repairs performed whether emergency or non-emergency as a result of any of the following shall be subject to charges in addition to the monthly charge: Equipment which has been (a) altered or repaired in any material way, without CCBS' written consent, so as to materially and adversely affect the Equipment's reliability and performance; (b) subjected to abuse, misuse or neglect and (c) damaged directly or indirectly by third parties or other vendors, as well as outside sources, including but not limited to fire, theft, vandalism, storms, lightning, water, power failures, heating or cooling failures, and acts God, or similar causes, normal wear and tear excepted.
- d. Any additions or deletions to the quantities and/or type of equipment to be covered over the term of this Agreement must be submitted as an addendum (the "Addendum") to this Agreement and agreed to by both parties. The Addendum shall reflect all adjustments to Charges, as listed herein, and any new rates will become effective as of the date of the Addendum. All equipment added to the Maintenance Agreement through an Addendum shall become a part of the Agreement upon the effective date of the Addendum and shall run co-terminus with the remainder of the initial term of the Agreement. CCBS shall have the right to periodically inventory equipment at Customer's site and adjust the Charges set forth above accordingly.
- e. CCBS labor utilized to work on equipment or services not covered by this Agreement will also be billed at the standard hourly rate.

**4. SERVICE HOURS**

CCBS shall provide routine repair and maintenance services during normal working hours (8:00 A.M. - 5:00 P.M.) Monday through Friday, excluding holidays. Any service call that exceeds eight (8) hours or falls outside of the scheduled working hours will be billed at the time and material overtime rate then in effect.

(The terms and conditions listed on subsequent pages apply to this Agreement).

DATED: \_\_\_\_\_

IECC  
233 E CHESTNUT ST.  
OLNEY, IL 62450

CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.  
121 S. 17th Street  
Mattoon, IL 61938

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

Michael Vrem Sales Manager  
\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

**5. EMERGENCY SERVICE**

In the event of a major service interruption, CCBS shall provide twenty-four (24) hour emergency service by responding within two (2) hours following notification from Customer of a major service interruption. A major service interruption is deemed to arise only upon the occurrence of any of the following events:

- (a) Customer's console is out of service;
- (b) Customer's equipment is unable to process calls;
- (c) 20 Percent or more of the stations or trunks are out of service.

**6. ADDITIONAL SERVICES**

Upon Customer's request, CCBS shall perform (i) the installation of any additions to the Hardware; (ii) moves of and changes to the Hardware and the features associated therewith; and (iii) the repair or replacement of hardware which has malfunctioned as the result of any of the causes described in paragraph 3(c). These services ("Additional Services") shall be performed by CCBS at Customer's sole expense, at CCBS' applicable rates for materials and labor therefor. The charge for Additional Services shall be due and payable to CCBS within fourteen (14) days of CCBS' invoicing thereof. If the Customer changes their equipment configurations in the future, any such changes will be renegotiated in good faith by both parties to reflect any additional maintenance requirements and be incorporated into an Addendum to this Agreement. The standard hourly labor rate, then in effect, applies to scheduled working hours.

**7. RIGHT OF ENTRY**

Customer shall allow CCBS' agents to enter the premises of Customer at reasonable times to fulfill the obligations of CCBS under the Agreement.

**8. WARRANTY**

CCBS warrants for a period of 90 days following installation that all parts ("Parts") furnished shall be free from any defects in material and workmanship. This warranty shall not extend to any Part that has been tampered with, altered, misused, improperly repaired or maintained by non-CCBS personnel, improperly handled or stored, or used with other equipment of poor quality. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE QUALITY OF SERVICES TO BE RENDERED OR MATERIAL TO BE FURNISHED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. DEFAULT**

Customer shall be in default under this Agreement if:

- (a) Customer fails to make any payment when due under the Agreement and does not cure that failure within a period of 14 days;
- (b) Anyone other than CCBS' personnel performs or attempts to perform any service on the Equipment that CCBS is obligated to perform under the Agreement;
- (c) The Equipment is coupled to any apparatus or there is an alteration not approved by CCBS; or
- (d) Customer breaches any other provision of the Agreement and does not cure that breach within a period of 14 days after CCBS makes written demand.

In the event of a default, and in addition to any other rights or remedies to which CCBS may be entitled, CCBS may (a) refuse to provide further services under the Agreement until Customer cures the default, or (b) terminate the Agreement immediately.

**10. EXCLUSIVE REMEDY**

Customer shall give CCBS prompt notice of any claim to be made under the above warranty. If CCBS reasonably determines that the Parts do not conform to the warranty, CCBS shall repair or replace the Parts free of charge during the term of the warranty. All replaced parts will become the property of CCBS. If CCBS determines that it is not feasible to repair or replace the Parts, CCBS will refund the Purchase Price of the Parts. THE FOREGOING REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST CCBS FOR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE. CCBS SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSONS, DAMAGE TO PROPERTY, LOST PROFITS OR SALES.

**11. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the final, complete and exclusive statement of the contract between CCBS and Customer. No representatives, understandings or agreements have been made or relied upon in making the Agreement, other than those specifically set forth in the Agreement. No modification or supplementation of the Agreement shall be effective unless specifically agreed to in a writing signed by both CCBS and Customer. However, in order to provide a simple method by which CCBS and Customer may alter the list of items covered by the Agreement, any Addendum to this Agreement may be in the form of a letter amendment, sent via certified mail by CCBS, to the Customer to which the Customer has not objected in writing within 14 days following receipt of said letter amendment.

**12. ASSIGNMENT AND DELEGATION**

The Customer may assign this Agreement only with prior written consent of CCBS, which shall not be unreasonably withheld.

**13. APPLICABLE LAW**

The formation and performance of the Agreement shall be governed by the laws of the State of Illinois.

**14. ACCEPTANCE**

This Agreement is subject to acceptance on behalf of CCBS by an authorized signature at its home office.



Schedule for Maintenance Agreement \_\_\_\_\_ between Consolidated Communications Business Systems, Inc. (CCBS) and \_\_\_\_\_ IECC \_\_\_\_\_ ("Customer"):

<u>EQUIPMENT SCHEDULE</u>	<u>QTY</u>	<u>PER ITEM RATE</u>	<u>TOTAL</u>
NORTEL MERIDIAN PBX: <u>Option 11C - Rel 5.0</u>	1	INCLUDED	\$0.00
SWITCHROOM ONLY COVERAGE - IN SERVICE PORTS	320	\$1.60	\$512.00
VOICE MAIL SYSTEM <u>0</u>	0	\$0.00	\$0.00
CALL ACCOUNTING	0	\$0.00	\$0.00
SECURE SENTINEL MODEM	1	\$9.70	\$9.70
SPECIAL EQUIPMENT: <u>Console</u>	1	\$13.44	\$13.44

STANDARD 1 YR CONTRACT	TOTAL MO. RATE: <b>\$535.14</b>	TOTAL ANNUAL RATE: <b>\$6,421.68</b>
● 10% DISC. MULTI-YEAR MAINT.	TOTAL MO. RATE: <b>\$481.63</b>	TOTAL ANNUAL RATE: <b>\$5,779.56</b>

**COMMENTS:**

**Unless specified otherwise, this maintenance contract does not cover headset units, UPS battery back-up units, (including batteries), paging equipment, and/or applicable telset batteries.**

**NOTE: Switchroom only coverage does not cover telsets or peripheral equipment not located in the switchroom. These items will be maintained on a Time & Material basis.**

Main Bill #: 996-2984  
Salesperson: Karen Louthan

This document may be executed in counterparts, each of which taken together shall constitute one instrument. In addition, to the extent that this Agreement is transmitted by fax machine, the sender of such fax transmission hereby adopts as his/her original signature the signature appearing thereon as reproduced by the fax machine receiving such transmission. The sender of the faxed document hereby acknowledges that the paper transmitted through the fax machine and the printout from the receiving fax machine (including, without limitation, any complete photocopy thereof) is a counterpart original of this document. Further, the sender of the faxed document acknowledges that this document has been duly and validly executed by the undersigned and that this document is enforceable in accordance with its terms.

**CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.**

**MAINTENANCE AGREEMENT**

This Agreement (the "Agreement") is made between CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC. (CCBS) and  
IECC - District Office ("Customer").

**1. MAINTENANCE OF EQUIPMENT**

CCBS agrees to provide Customer with repair services and, if Customer elects, maintenance services for the communication equipment (the "Equipment") that is described on the attached Equipment Schedule. The equipment listed herein is located at the following Customer-premise location: 233 E. Chestnut Olney, IL 62450 (District Office).

**2. TERM**

The initial term (the "Term") of the Agreement shall be 36 months, beginning on 1/16/2009. In the event that Customer terminates this Agreement prior to the expiration of the Term of this Agreement or Customer otherwise materially breaches this Agreement and such breach continues uncured for a period of 30 days after written notice of such breach, Customer shall pay CCBS a termination charge in an amount equal to 50% of the monthly rate times the number of months remaining on the initial term of this Agreement. The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages.

**3. CHARGES**

Within 14 days of the invoice date or coupon date, Customer agrees to pay CCBS:

- a.  For services and parts provided during normal business hours listed in paragraph 4. At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of N/A for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- b.  For services provided 7 days a week/24 hours a day including two (2) hours response for emergencies (paragraph 4 and 5 do not apply). At a monthly rate of N/A based on the attached Equipment Schedule or in an annual payment of \$2,323.56 for the initial Agreement term. Rates may be adjusted from time to time through an Addendum to this Agreement. (See paragraph 3d.)
- c. Moves, adds and changes are not covered by this Agreement. Also, repairs performed whether emergency or non-emergency as a result of any of the following shall be subject to charges in addition to the monthly charge: Equipment which has been (a) altered or repaired in any material way, without CCBS' written consent, so as to materially and adversely affect the Equipment's reliability and performance; (b) subjected to abuse, misuse or neglect and (c) damaged directly or indirectly by third parties or other vendors, as well as outside sources, including but not limited to fire, theft, vandalism, storms, lightning, water, power failures, heating or cooling failures, and acts God, or similar causes, normal wear and tear excepted.
- d. Any additions or deletions to the quantities and/or type of equipment to be covered over the term of this Agreement must be submitted as an addendum (the "Addendum") to this Agreement and agreed to by both parties. The Addendum shall reflect all adjustments to Charges, as listed herein, and any new rates will become effective as of the date of the Addendum. All equipment added to the Maintenance Agreement through an Addendum shall become a part of the Agreement upon the effective date of the Addendum and shall run co-terminus with the remainder of the initial term of the Agreement. CCBS shall have the right to periodically inventory equipment at Customer's site and adjust the Charges set forth above accordingly.
- e. CCBS labor utilized to work on equipment or services not covered by this Agreement will also be billed at the standard hourly rate.

**4. SERVICE HOURS**

CCBS shall provide routine repair and maintenance services during normal working hours (8:00 A.M. - 5:00 P.M.) Monday through Friday, excluding holidays. Any service call that exceeds eight (8) hours or falls outside of the scheduled working hours will be billed at the time and material overtime rate then in effect.

(The terms and conditions listed on subsequent pages apply to this Agreement).

DATED: \_\_\_\_\_

IECC - District Office  
233 E CHESTNUT ST.  
OLNEY, IL 62450

CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC.  
121 S. 17th Street  
Mattoon, IL 61938

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

Michael Vrem Sales Manager  
\_\_\_\_\_  
(PRINT AUTHORIZED NAME) (TITLE)

**5. EMERGENCY SERVICE**

In the event of a major service interruption, CCBS shall provide twenty-four (24) hour emergency service by responding within two (2) hours following notification from Customer of a major service interruption. A major service interruption is deemed to arise only upon the occurrence of any of the following events:

- (a) Customer's console is out of service;
- (b) Customer's equipment is unable to process calls;
- (c) 20 Percent or more of the stations or trunks are out of service.

**6. ADDITIONAL SERVICES**

Upon Customer's request, CCBS shall perform (i) the installation of any additions to the Hardware; (ii) moves of and changes to the Hardware and the features associated therewith; and (iii) the repair or replacement of hardware which has malfunctioned as the result of any of the causes described in paragraph 3(c). These services ("Additional Services") shall be performed by CCBS at Customer's sole expense, at CCBS' applicable rates for materials and labor therefor. The charge for Additional Services shall be due and payable to CCBS within fourteen (14) days of CCBS' invoicing thereof. If the Customer changes their equipment configurations in the future, any such changes will be renegotiated in good faith by both parties to reflect any additional maintenance requirements and be incorporated into an Addendum to this Agreement. The standard hourly labor rate, then in effect, applies to scheduled working hours.

**7. RIGHT OF ENTRY**

Customer shall allow CCBS' agents to enter the premises of Customer at reasonable times to fulfill the obligations of CCBS under the Agreement.

**8. WARRANTY**

CCBS warrants for a period of 90 days following installation that all parts ("Parts") furnished shall be free from any defects in material and workmanship. This warranty shall not extend to any Part that has been tampered with, altered, misused, improperly repaired or maintained by non-CCBS personnel, improperly handled or stored, or used with other equipment of poor quality. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE QUALITY OF SERVICES TO BE RENDERED OR MATERIAL TO BE FURNISHED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. DEFAULT**

Customer shall be in default under this Agreement if:

- (a) Customer fails to make any payment when due under the Agreement and does not cure that failure within a period of 14 days;
- (b) Anyone other than CCBS' personnel performs or attempts to perform any service on the Equipment that CCBS is obligated to perform under the Agreement;
- (c) The Equipment is coupled to any apparatus or there is an alteration not approved by CCBS; or
- (d) Customer breaches any other provision of the Agreement and does not cure that breach within a period of 14 days after CCBS makes written demand.

In the event of a default, and in addition to any other rights or remedies to which CCBS may be entitled, CCBS may (a) refuse to provide further services under the Agreement until Customer cures the default, or (b) terminate the Agreement immediately.

**10. EXCLUSIVE REMEDY**

Customer shall give CCBS prompt notice of any claim to be made under the above warranty. If CCBS reasonably determines that the Parts do not conform to the warranty, CCBS shall repair or replace the Parts free of charge during the term of the warranty. All replaced parts will become the property of CCBS. If CCBS determines that it is not feasible to repair or replace the Parts, CCBS will refund the Purchase Price of the Parts. THE FOREGOING REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST CCBS FOR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE. CCBS SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSONS, DAMAGE TO PROPERTY, LOST PROFITS OR SALES.

**11. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the final, complete and exclusive statement of the contract between CCBS and Customer. No representatives, understandings or agreements have been made or relied upon in making the Agreement, other than those specifically set forth in the Agreement. No modification or supplementation of the Agreement shall be effective unless specifically agreed to in a writing signed by both CCBS and Customer. However, in order to provide a simple method by which CCBS and Customer may alter the list of items covered by the Agreement, any Addendum to this Agreement may be in the form of a letter amendment, sent via certified mail by CCBS, to the Customer to which the Customer has not objected in writing within 14 days following receipt of said letter amendment.

**12. ASSIGNMENT AND DELEGATION**

The Customer may assign this Agreement only with prior written consent of CCBS, which shall not be unreasonably withheld.

**13. APPLICABLE LAW**

The formation and performance of the Agreement shall be governed by the laws of the State of Illinois.

**14. ACCEPTANCE**

This Agreement is subject to acceptance on behalf of CCBS by an authorized signature at its home office.

Schedule for Maintenance Agreement \_\_\_\_\_ between Consolidated Communications Business Systems, Inc. (CCBS) and \_\_\_\_\_ IECC - District Office \_\_\_\_\_ ("Customer"):

<u>EQUIPMENT SCHEDULE</u>	<u>QTY</u>	<u>PER ITEM RATE</u>	<u>TOTAL</u>
NORTEL MERIDIAN PBX: <u>Option 11C - Rel 5.0</u>	1	INCLUDED	\$0.00
SWITCHROOM ONLY COVERAGE - IN SERVICE PORTS	120	\$1.60	\$192.00
VOICE MAIL SYSTEM <u>0</u>	0	\$0.00	\$0.00
CALL ACCOUNTING	0	\$0.00	\$0.00
SECURE SENTINEL MODEM	1	\$9.70	\$9.70
SPECIAL EQUIPMENT: <u>Console</u>	1	\$13.44	\$13.44

STANDARD 1 YR CONTRACT	TOTAL MO. RATE: <b>\$215.14</b>	TOTAL ANNUAL RATE: <b>\$2,581.68</b>
● 10% DISC. MULTI-YEAR MAINT.	TOTAL MO. RATE: <b>\$193.63</b>	TOTAL ANNUAL RATE: <b>\$2,323.56</b>

**COMMENTS:**

**Unless specified otherwise, this maintenance contract does not cover headset units, UPS battery back-up units, (including batteries), paging equipment, and/or applicable telset batteries.**

**NOTE: Switchroom only coverage does not cover telsets or peripheral equipment not located in the switchroom. These items will be maintained on a Time & Material basis.**

Main Bill #: 996-2987  
Salesperson: Karen Louthan

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**Agenda Item #8E**

**Telephone Software Release Subscription Renewal**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 21, 2008  
RE: Telephone Software Release Subscription Renewal

The Board of Trustees contracted for software to operate the District's telephone system at each of the four colleges and the District Office. The telephone system software was provided by Consolidated Communications of Mattoon, Illinois at a total cost for all locations of \$12,056.00 per year.

The Consolidated Communications software has performed very well and upgrades that have been installed have worked well within our current system. Consolidated has proposed to extend the contract for three additional years from today's date at a cost of \$15,486.73 per year.

I ask the Board's approval of a contract extension with Consolidated Communications for software for the District's telephone system in the amount of \$15,486.73 per year from October 21, 2008 thru October 20, 2011.

TLB/rs

Attachments



PROPOSAL

Sales Person: October 8, 2008  
Karen Louthan

Consolidated Communications  
121 S. 17th Street  
Mattoon IL 62401

Phone 217-258-9553  
Fax 877-463-1668

Proposal ID: 27351

IECC - Frontier Community College  
Customer Name (has information to a Customer)

233 East Chestnut  
Street Address

Olney IL 62450  
City State Zip

618-395-5299 Jack Durn  
Telephone Number Customer Contact

**This proposal may be withdrawn if not accepted within 60 days of this date.**  
All proposals over \$50,000 will require progression payments. Standard progression terms include 30% billed within 30 days of receipt of the signed contract, 30% billed one month after the first billing, and the balance of the contract, including all applicable job change orders, billed upon project completion.

EQUIPMENT SCHEDULE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXT PRICE
160	GWSS00813	Annual Fee for SRS - CS1000 - BASIC for 3 year	\$12.07	\$1,931.40
1	SRS Admin	SRS Program - Administrative Fee	\$0.00	\$0.00
	Installation	\$360.01	Equipment	\$1,931.40
	Trip Charge	\$0.00	Credit for Trade In	\$0.00
	Shipping	\$0.00	Promotional Discount	\$0.00
	Down Payment	\$0.00	Sales Tax:	\$0.00
			<b>Balance:</b>	<b>\$2,291.41</b>

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**SCOPE OF WORK**

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- \* The Nortel Networks SRS program provides access to future like-for-like core-software releases through Nortel Networks Authorized Channel Partners at a fixed, per-user price for the term of the contract.
- \* SRS contracts are based on Service Level Incremental Software Management (ISMs), otherwise referred to as user licenses. For purposes of SRS, the Service Level ISMs include the following: Analog, IP, Class, Digital, Internet, DECT (Wireless LAN), and Basic IP.
- \* Any hardware, labor, and/or maintenance costs associated with installation or activation of the SRS program upgrades is chargeable and will be billed at CCBS' customary Time & Material rates. Additional features and capabilities, including other hardware and/or software level upgrades not considered part of the SRS program, must be purchased separately.
- \* Prices quoted herein reflect the FIRST-YEAR annual charge for the SRS program, based on a 3-year agreement. The ISM quantities listed are based on current ISM counts shown on the system as of October 1, 2008.
- \* NOTE 1: If Customer increases the number of ISMs at any time during the contract term, a job change order (JCO) to the SRS contract, covering the additional ISMs, will be created and Customer will be billed for the additional ISMs at the time of activation. The newly created JCO to the SRS contract will become a part of the original contract and run coterminous with the remainder of the original SRS contract term. In addition, charges for the remaining years of the SRS program will be based on the number of ISMs active on the system at the beginning of the contract anniversary date for each subsequent year of the agreement. Changes to the total ISM count listed above will be billed accordingly.
- \* NOTE 2: Since the SRS program is based on 'like-for-like' ISM counts, ISMs added to the system during the term of the contract must be made a part of the SRS program (and billed accordingly) to be included in qualifying software upgrades.
- \* CCBS will notify Customer when a new software release becomes generally available from Nortel Networks and will provide a quote to install the new software release. An agreement between CCBS and Customer is required prior to having each new release of software installed.

**EARLY TERMINATION CHARGES -- NORTEL SRS PROGRAM:** Customer must complete a MINIMUM of one full year of any or all SRS program agreements. If, for any reason, Customer decides to terminate the SRS program contract prior to fulfilling the full term stated herein (or the required one-year minimum), Customer must provide a one-month notice prior to cancellation and shall be assessed an early termination charge, as required by the manufacturer (Nortel). The early termination charge will be based on the difference between the per-ISM contract charges the Customer has incurred to date for coverage under the SRS program and the pro-rated amount of the applicable per-ISM term rate currently in effect for the number of FULL YEARS completed under the existing contract (i.e., if 20 months of a 3-year contract term have been completed, early termination charge will be calculated at the 1-year contract term rate since a full 2 years of the contract have not been completed.). In addition, early termination charges will be based on the number of months completed under the contract, PLUS the notification month. See following example. (NOTE: The per-ISM charges listed in the example are for clarification purposes only and DO NOT necessarily represent actual per-ISM charges that will apply to the Customer.)

**EXAMPLE:** Customer purchases a 3-year SRS program contract covering 250 ISMs, at a charge of \$10.00 per ISM, and has been billed a total of \$5,000 (\$2,500 per year) for the first two years of coverage. Customer provides required one-month cancellation notice in month 20 of the contract. Early termination charges will be calculated based on the one-year SRS contract rate of \$16.00 per-ISM for 21 months (20 months fulfilled + 1 month notification), less the amount Customer has already been billed for the service.

(250 ISMs x \$16.00) = \$4,000 per year, or \$333.34 per month x 21 months = \$7,000.00  
Less \$5,000 (already billed) = \$2,000.00 in early termination charges.

The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages, based on the charges CCBS will incur from the manufacturer (Nortel) for terminating the program prior to the expiration date.

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2 Frontier Drive	Fairfield	IL	62837
<small>Installation Street Address</small>	<small>Installation City</small>	<small>Installation State</small>	<small>Installation Zip</small>

Consolidated Communications

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

\_\_\_\_\_  
Karen Louthan  
Name and Title

\_\_\_\_\_  
October 8, 2008  
Date





SALES AGREEMENT

Sales Person: October 15, 2008  
Karen Louthan

Consolidated Communications  
121 S. 17th Street  
Mattoon IL 62401

Phone 217-238-9553  
Fax 877-463-1668

Proposal ID: 27680

Agreement Number: \_\_\_\_\_

IECC - Lincoln Trail Main - South  
Customer Name (has other items to be Customer)

233 East Chestnut  
Street Address

Olney IL 62450  
City State Zip

618-393-5299 Jack Dunn  
Telephone Number Customer Contact

EQUIPMENT SCHEDULE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXT PRICE
192	GW5500813	Annual Fee for SRS - CS1000 - BASIC for 3 year	\$12.07	\$2,317.88
1	SRS Admin	SRS Program - Administrative Fee	\$0.00	\$0.00
1	SRS Admin	SRS Program - Administrative Fee	\$0.00	\$0.00
104	GW5500813	Annual Fee for SRS - CS1000 - BASIC for 3 year	\$12.07	\$1,255.41
	Installation	\$720.00	Equipment	\$3,573.09
	Trip Charge	\$0.00	Credit for Trade In	\$0.00
	Shipping	\$0.00	Promotional Discount	\$0.00
	Down Payment	\$0.00	Sales Tax:	\$0.00
			<b>Balance:</b>	<b>\$4,293.12</b>

Printed On: 10/16/2008 09:14:25 AM

Customer Initials: \_\_\_\_\_

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## SCOPE OF WORK

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\* The Nortel Networks SRS program provides access to future like-for-like core-software releases through Nortel Networks Authorized Channel Partners at a fixed, per-user price for the term of the contract.

\* SRS contracts are based on Service Level Incremental Software Management (ISMs), otherwise referred to as user licenses. For purposes of SRS, the Service Level ISMs include the following: Analog, IP, Class, Digital, Internet, DECT (Wireless LAN), and Basic IP.

\* Any hardware, labor, and/or maintenance costs associated with installation or activation of the SRS program upgrades is chargeable and will be billed at CCBS' customary Time & Material rates. Additional features and capabilities, including other hardware and/or software level upgrades not considered part of the SRS program, must be purchased separately.

\* Prices quoted herein reflect the FIRST-YEAR annual charge for the SRS program, based on a 3-year agreement. The ISM quantities listed are based on current ISM counts shown on the system as of October 1, 2008.

\* NOTE 1: If Customer increases the number of ISMs at any time during the contract term, a job change order (JCO) to the SRS contract, covering the additional ISMs, will be created and Customer will be billed for the additional ISMs at the time of activation. The newly created JCO to the SRS contract will become a part of the original contract and run coterminous with the remainder of the original SRS contract term. In addition, charges for the remaining years of the SRS program will be based on the number of ISMs active on the system at the beginning of the contract anniversary date for each subsequent year of the agreement. Changes to the total ISM count listed above will be billed accordingly.

\* NOTE 2: Since the SRS program is based on 'like-for-like' ISM counts, ISMs added to the system during the term of the contract must be made a part of the SRS program (and billed accordingly) to be included in qualifying software upgrades.

\* CCBS will notify Customer when a new software release becomes generally available from Nortel Networks and will provide a quote to install the new software release. An agreement between CCBS and Customer is required prior to having each new release of software installed.

\*NOTE 3 This SRS contract is reflective and the combination of QUOTE ID 27355 and QUOTED ID 27356 for each switch associated with Lincoln Trail Robinson Campus (Combines Main and South Campus locations)

EARLY TERMINATION CHARGES -- NORTEL SRS PROGRAM: Customer must complete a MINIMUM of one full year of any or all SRS program agreements. If, for any reason, Customer decides to terminate the SRS program contract prior to fulfilling the full term stated herein (or the required one-year minimum), Customer must provide a one-month notice prior to cancellation and shall be assessed an early termination charge, as required by the manufacturer (Nortel). The early termination charge will be based on the difference between the per-ISM contract charges the Customer has incurred to date for coverage under the SRS program and the pro-rated amount of the applicable per-ISM term rate currently in effect for the number of FULL YEARS completed under the existing contract (i.e., if 20 months of a 3-year contract term have been completed, early termination charge will be calculated at the 1-year contract term rate since a full 2 years of the contract have not been completed.). In addition, early termination charges will be based on the number of months completed under the contract, PLUS the notification month. See following example. (NOTE: The per-ISM charges listed in the example are for clarification purposes only and DO NOT necessarily represent actual per-ISM charges that will apply to the Customer.)

EXAMPLE: Customer purchases a 3-year SRS program contract covering 250 ISMs, at a charge of \$10.00 per ISM, and has been billed a total of \$5,000 (\$2,500 per year) for the first two years of coverage. Customer provides required one-month cancellation notice in month 20 of the contract. Early termination charges will be calculated based on the one-year SRS contract rate of \$16.00 per-ISM for 21 months (20 months fulfilled + 1 month notification), less the amount Customer has already been billed for the service.

$(250 \text{ ISMs} \times \$16.00) = \$4,000 \text{ per year, or } \$333.34 \text{ per month} \times 21 \text{ months} = \$7,000.00$   
Less \$5,000 (already billed) = \$2,000.00 in early termination charges.

The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages, based on the charges CCBS will incur from the manufacturer (Nortel) for terminating the program prior to the expiration date.

11220 State Hwy 1  
Installation Street Address

Robinson  
Installation City

IL  
Installation State

62454  
Installation Zip

Printed On: 10/16/2008 09:14:25 AM

Customer Initials: \_\_\_\_\_

Page 2 of 4

## ADDITIONAL TERMS OF AGREEMENT

### SALE OF EQUIPMENT

Consolidated Communications Business Systems, Inc. (CCBS) agrees to sell and Customer agrees to purchase the communication/computer equipment (the "Equipment") described on the attached Equipment Schedule.

### PAYMENT

Customer agrees to pay the Balance listed above, subject to any required adjustments, within 30 days after invoice. CCBS shall provide an itemized summary listing to Customer, outlining all authorized additions/deletions made to the Equipment Schedule during installation which would require adjustments to the Balance listed above.

### DELIVERY AND INSTALLATION

CCBS shall deliver and install the Equipment on the Customer's premises (the "Installation Address") in accordance with the Scope of Work as listed on the attached Equipment Schedule. CCBS shall use its best efforts to complete the installation within CCBS' standard installation time frames and will notify Customer prior to installation to set a mutually agreed upon installation and Cutover date. The term "Cutover Date" shall mean the date on which the Customer is notified by CCBS that the Equipment is installed and is functioning so as to be substantially providing the basic service for which the Equipment is intended. Minor omissions or variances in performance of the Equipment, which do not materially affect the operation of the system as a whole, shall not affect or postpone the Cutover Date. The Customer will be deemed to have accepted the Equipment ten business days after the Cutover Date unless the Customer notifies CCBS, in writing, within such time that the Equipment does not conform to this Agreement.

It is also understood that all delivery and installation dates, and the intended Cutover Date are approximate, and CCBS shall under no circumstances be liable for damages - special, consequential, or otherwise - resulting from delays in delivery, installation or cutover.

### CONDITIONS FOR INSTALLATION; ACCESS

Customer shall make available a place in the Premises for installation of the Equipment which meets certain environmental and other specifications. Customer shall also permit or arrange for access to the Premises for CCBS' installation and maintenance personnel, and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation such as, without limitation, conduits, commercial power wiring, outlets and appropriate access to same unless otherwise specified in the Scope of Work listed on the attached Equipment Schedule.

### TITLE TO EQUIPMENT; SECURITY INTEREST

Customer shall acquire title to the Equipment, including all additions thereto, upon payment in full of the Balance, plus all applicable taxes, to CCBS. Customer agrees to the following until all amounts of the Balance due are paid in full:

Title to the Equipment shall remain with CCBS, and CCBS shall retain a security interest in the Equipment to secure payment of the Balance and all other fees, charges and expenses provided for herein or by law. Customer agrees to execute any documents which may be necessary or appropriate to perfect CCBS' security interest in the Equipment, including, but not limited to, a UCC-1 Financing Statement.

To keep the Equipment free from any lien, security interest, or encumbrance other than this security interest.

That the Equipment shall remain personal property and shall not become part of the real estate regardless of the manner of affixation.

To protect the Equipment from damage and to maintain the Equipment in proper working order.

### INSURANCE

Customer agrees to insure the Equipment for the benefit of CCBS, from the Cutover Date until Customer has fully paid the Balance for the Equipment. This insurance policy shall cover all risk of physical loss or damage to the Equipment and shall be in an amount not less than the then unpaid principal portion of the Balance of the Equipment. The policy shall contain an endorsement showing losses payable to CCBS in a form providing that no cancellation of the policy shall be effective without 30 days' written notice to CCBS and providing that the policy, as to CCBS' interest, shall not be invalidated or suspended because of any acts or omission by persons other than CCBS. Upon CCBS' request, the Customer agrees to furnish proof of such insurance to CCBS.

### RISK OF LOSS

CCBS shall bear the risk of loss of, or damage to the Equipment: (a) while it is in transit to Customer's Premises; and (b) while at the Premises until the Cutover Date except for loss or damage caused by customer's negligence, or from improper storage of the Equipment, or storage in areas accessible to unauthorized persons. After the Cutover Date, all risk of loss of, or damage to the Equipment shall be borne by Customer notwithstanding CCBS' retention to title as provided in "TITLE TO EQUIPMENT; SECURITY INTEREST" above.

### EXCLUSIVE REMEDY

Customer shall give CCBS prompt written notice of any claim to be made under the warranty set forth above. If CCBS reasonably determines that the defective component is covered under warranty, CCBS will repair or replace the component free of charge during the term of the warranty. All replaced parts will become the property of CCBS. If CCBS determines that it is not feasible to repair or replace the defective component, CCBS will refund the Purchase Price of the component and remove at CCBS' expense. THE FOREGOING REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY AGAINST CCBS FOR THE BREACH OF ANY OBLIGATION IN CONNECTION WITH THE TRANSACTIONS COVERED BY THIS AGREEMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE. CCBS SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSONS, DAMAGE TO PROPERTY, LOST PROFITS OR SALES, OR FRAUDULENT ACCESS TO OR USE OF SYSTEM BY UNAUTHORIZED PARTIES.

### DEFAULT

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligations, Customer shall be in default hereunder, and all unpaid amounts (including the principal amount of any remaining installment payments) shall, at CCBS' option, become immediately due and payable. Upon Customer's default, CCBS shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. CCBS shall be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

Printed On: 10/16/2008 09:14:25 AM

Customer Initials: \_\_\_\_\_

Page 3 of 4

**FORCE MAJEURE**

Neither party shall be liable for delays in or failure to perform its obligations hereunder (excluding Customer's obligation to pay for Equipment) due to causes beyond its reasonable control, including, but not limited to, compliance with any law, ruling, order, regulation, requirement or instruction of any Federal, State or municipal government or any department or agency thereof or any court of competent jurisdiction; acts of God, fires, floods, embargoes, wars, insurrections or riots, or strikes, lock-outs, work stoppages or other labor difficulties. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

**ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the final, complete and exclusive statement of the contract for sale between Customer and CCBS. No representations, understanding or agreements have been made or relied upon in making this Agreement, other than those specifically set forth in the Agreement. No modification or supplementation of the Agreement shall be effective unless specifically agreed to on a CCBS Change Order form, signed by both Customer and CCBS. CCBS and Customer's representative may modify this agreement provided a letter amendment and itemized summary is sent to CCBS to Customer and Customer does not object to CCBS, in writing, within 10 business days following Customer's receipt of such letter amendment.

**ASSIGNMENT AND DELEGATION**

The Customer may assign this Agreement only with prior written consent of CCBS, which will not be unreasonably withheld.

**APPLICABLE LAW**

The formation and performance of this Agreement shall be governed by the laws of the State of Illinois.

**COUNTERPARTS AND FAX.** This document may be executed in counterparts, each of which taken together shall constitute one instrument. In addition, to the extent that this Agreement is transmitted by fax machine, the sender of such fax transmission hereby adopts as his/her original signature the signature appearing thereon as reproduced by the fax machine receiving such transmission. The sender of the faxed document hereby acknowledges that the paper transmitted through the fax machine and the printout from the receiving fax machine (including, without limitation, any complete photocopy thereof) is a counterpart original of this document. Further, the sender of the faxed document acknowledges that this document has been duly and validly executed by the undersigned and that this document is enforceable in accordance with its terms.

**ADDITIONS/DELETIONS**

All additions/deletions to the attached Equipment Schedule must be agreed to by authorized representatives of both parties, in writing, by use of a CCBS Change Order form. A signed copy of said document shall be provided to both parties. Customer authorizes only the following representative(s) to make changes to the attached Equipment Schedule on Customer's behalf.

\_\_\_\_\_

The purchase price of any equipment added to the Equipment listed on the attached Equipment Schedule will be negotiated prior to actual installation. Should Customer elect to delete any item from the initial Equipment Schedule, Customer may be assessed a re-stocking fee based on the type of Equipment returned, at CCBS' sole option.

**ACCEPTANCE**

This Agreement is subject to acceptance on behalf of CCBS by an authorized signature at its home office.

**Customer understands requirement for dedicated AC power circuit for proper system operation.**

**Customer Initials:** \_\_\_\_\_

**Customer will provide and install plywood backboard as needed for installation of switchroom components.**

**Customer Initials:** \_\_\_\_\_

**Contract Approvals**

Consolidated Communications

\_\_\_\_\_  
Jack Dunn

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mike Vrem - Senior Sales Manager  
Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
October 15, 2008  
Date

\_\_\_\_\_  
Date

Printed On: 10/16/2008 09:14:25 AM

Customer Initials: \_\_\_\_\_



PROPOSAL

Sales Person: October 8, 2008  
Karen Louthan

Consolidated Communications  
121 S. 17th Street  
Mattoon IL 62401

Phone 217-258-9553  
Fax 877-463-1668

Proposal ID: 27352

IECC - Olney Central  
Customer Name (has information to a Customer)

233 East Chestnut  
Street Address

Olney IL 62450  
City State Zip

618-395-5299 Jack Durn  
Telephone Number Customer Contact

**This proposal may be withdrawn if not accepted within 60 days of this date.**  
All proposals over \$50,000 will require progression payments. Standard progression terms include 30% billed within 30 days of receipt of the signed contract, 30% billed one month after the first billing, and the balance of the contract, including all applicable job change orders, billed upon project completion.

EQUIPMENT SCHEDULE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXT PRICE
272	GW5500813	Annual Fee for SRS - CS1000 - BASIC for 3 year	\$12.07	\$3,283.38
1	SRS Admin	SRS Program - Administrative Fee	\$0.00	\$0.00
	Installation	\$360.01	Equipment	\$3,283.38
	Trip Charge	\$0.00	Credit for Trade In	\$0.00
	Shipping	\$0.00	Promotional Discount	\$0.00
	Down Payment	\$0.00	Sales Tax:	\$0.00
			<b>Balance:</b>	<b>\$3,643.39</b>

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## SCOPE OF WORK

---

- \* The Nortel Networks SRS program provides access to future like-for-like core-software releases through Nortel Networks Authorized Channel Partners at a fixed, per-user price for the term of the contract.
- \* SRS contracts are based on Service Level Incremental Software Management (ISMs), otherwise referred to as user licenses. For purposes of SRS, the Service Level ISMs include the following: Analog, IP, Class, Digital, Internet, DECT (Wireless LAN), and Basic IP.
- \* Any hardware, labor, and/or maintenance costs associated with installation or activation of the SRS program upgrades is chargeable and will be billed at CCBS' customary Time & Material rates. Additional features and capabilities, including other hardware and/or software level upgrades not considered part of the SRS program, must be purchased separately.
- \* Prices quoted herein reflect the FIRST-YEAR annual charge for the SRS program, based on a 3-year agreement. The ISM quantities listed are based on current ISM counts shown on the system as of October 1, 2008.
- \* NOTE 1: If Customer increases the number of ISMs at any time during the contract term, a job change order (JCO) to the SRS contract, covering the additional ISMs, will be created and Customer will be billed for the additional ISMs at the time of activation. The newly created JCO to the SRS contract will become a part of the original contract and run coterminous with the remainder of the original SRS contract term. In addition, charges for the remaining years of the SRS program will be based on the number of ISMs active on the system at the beginning of the contract anniversary date for each subsequent year of the agreement. Changes to the total ISM count listed above will be billed accordingly.
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(250 ISMs x \$16.00) = \$4,000 per year, or \$333.34 per month x 21 months = \$7,000.00  
Less \$5,000 (already billed) = \$2,000.00 in early termination charges.

The parties have determined that the termination charge provided for herein is reasonable and a fair estimate of liquidated damages, based on the charges CCBS will incur from the manufacturer (Nortel) for terminating the program prior to the expiration date.

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304 North West Street  
Installation Street Address

Olney  
Installation City

IL  
Installation State

62450  
Installation Zip

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### Consolidated Communications

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

\_\_\_\_\_ **Karen Louthan** \_\_\_\_\_  
Name and Title

\_\_\_\_\_ **October 8, 2008** \_\_\_\_\_  
Date



PROPOSAL

Sales Person: October 8, 2008  
Karen Louthan

Consolidated Communications  
121 S. 17th Street  
Mattoon IL 62401

Phone 217-258-9553  
Fax 877-463-1668

Proposal ID: 27354

IECC - Wabash Valley  
Customer Name (has returned to a Customer)

233 East Chestnut  
Street Address

Olney IL 62450  
City State Zip

618-395-5299 Jack Durn  
Telephone Number Customer Contact

**This proposal may be withdrawn if not accepted within 60 days of this date.**  
All proposals over \$50,000 will require progression payments. Standard progression terms include 30% billed within 30 days of receipt of the signed contract, 30% billed one month after the first billing, and the balance of the contract, including all applicable job change orders, billed upon project completion.

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	Installation	\$360.01	Equipment	\$3,283.38
	Trip Charge	\$0.00	Credit for Trade In	\$0.00
	Shipping	\$0.00	Promotional Discount	\$0.00
	Down Payment	\$0.00	Sales Tax:	\$0.00
			<b>Balance:</b>	<b>\$3,643.39</b>

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## SCOPE OF WORK

---

- \* The Nortel Networks SRS program provides access to future like-for-like core-software releases through Nortel Networks Authorized Channel Partners at a fixed, per-user price for the term of the contract.
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2200 college Drive  
Installation Street Address

Mt. Carmel  
Installation City

IL  
Installation State

62863  
Installation Zip

---

### Consolidated Communications

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date





PROPOSAL

Sales Person: October 8, 2008  
Karen Louthan

Consolidated Communications  
121 S. 17th Street  
Mattoon IL 62401

Phone 217-258-9553  
Fax 877-463-1668

Proposal ID: 27353

IECC - District Office  
Customer Name (has information to a Customer)

233 East Chestnut  
Street Address

Olney IL 62450  
City State Zip

618-395-5299 Jack Durn  
Telephone Number Customer Contact

**This proposal may be withdrawn if not accepted within 60 days of this date.**  
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EQUIPMENT SCHEDULE

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1	SRS Admin	SRS Program - Administrative Fee	\$0.00	\$0.00
	Installation	\$360.01	Equipment	\$1,255.41
	Trip Charge	\$0.00	Credit for Trade In	\$0.00
	Shipping	\$0.00	Promotional Discount	\$0.00
	Down Payment	\$0.00	Sales Tax:	\$0.00
			<b>Balance:</b>	<b>\$1,615.42</b>

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---

233 East Chestnut  
Installation Street Address

Olney  
Installation City

IL  
Installation State

62450  
Installation Zip

Consolidated Communications

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

**Karen Louthan**  
Name and Title

October 8, 2008  
Date

**Agenda Item #8F**

**Equalization Eligibility for Special Tax Levy**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 21, 2008  
RE: Equalization Eligibility for Special Tax Levy

The Illinois Community College Board (ICCB) is required by the Public Community College Act to certify community colleges that are eligible to receive equalization grants. The ICCB, in accordance with Sections 3-14.3 of the Act, must also certify those districts eligible to levy a combined educational and operations and maintenance levy up to the most recently reported state-wide average actual levy rate in cents per \$100 of equalized assessed valuation (EAV).

The ICCB, on September 19, 2008 certified that the most recently reported statewide average actual levy rate is 25.16 cents per \$100 of EAV. Since IECC's combined maximum authorized tax rate is 25.00 cents, the ICCB has certified that IECC is eligible to levy an additional tax in the amount of .16 cents. The levy of this additional .16 cents would generate an estimated additional \$17,838.00 in tax revenue.

Under the provisions of Section 3-14.3 Public Community College Act, the Board may adopt a resolution expressing its intent to levy such an additional tax.

The District's current education and operations and maintenance tax levy of 25 cents has been in effect since voter approval of the District. This levy amount is currently sufficient for the operation of the District and I would recommend that the Board not levy the additional tax for which the District is eligible.

TLB/rs

**Agenda Item #9**

**Bid Committee Report**

BID COMMITTEE REPORT

OCTOBER 21, 2008

Frontier Community College

1. Automotive Alignment Equipment

TO: Board of Trustees

FROM: Bid Committee

SUBJECT: Bid Recommendation – Automotive Alignment Equipment -  
for Frontier Community College

DATE: October 21, 2008

The Bid Committee recommends rejecting all bids received.

AUTOMOTIVE ALIGNMENT EQUIPMENT Bid Tabulation Sheet	
VENDORS	TOTAL BID
<b>D &amp; D Equipment Sales, Inc.</b> <b>Murphysboro, IL</b>	\$17,399.00 (Items 1-4)
	<u>\$16,999.00</u> (Item 5 --"New" with purchase of Hunter Aligner above)
	\$34,398.00 Total
	\$18,487.00 (Item 5 --"New" without purchase of Hunter Aligner)
<b>Quality Service Equipment, Inc.</b> <b>Overland Park, KS</b>	\$47,524.00

Respectfully submitted,

Terry Bruce  
Harry Hillis, Jr.  
Rodney Maxey  
Tim Taylor

Source of Funds: CTE Enhancement Plan

Department: Automotive Program

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

**AUTOMOTIVE ALIGNMENT EQUIPMENT SPECIFICATIONS:**

**ITEM**

- #1 HUNTER WA243 OR EQUIVALENT  
ALIGNER WITH PREMIUM LARGE CABINET AND 20" WIDESCREEN LCD  
FLAT PANEL DISPLAY
  
- #2 HUNTER DSP506 OR EQUIVALENT  
4 OPTICAL SENSORS WITH SELF-CENTERING WHEEL ADAPTORS
  
- #3 HUNTER 30-419-1 OR EQUIVALENT  
ICON REMOTE INDICATOR - NEW STYLE REMOTE INDICATOR FOR SERIES  
111, 211, 311, 411, 511,611, 811, OR PA100 ALIGNERS
  
- #4 HUNTER 125-100-1 OR EQUIVALENT  
ALIGNMENT SIMULATOR - HARDWARE SIMULATOR WITH STAND
  
- #5 HUNTER L421-43 OR EQUIVALENT **\*\*\*USED\*\*\***  
ALIGNMENT RACK 4-POST, OPEN FRONT, 14,000 LB CAPACITY, 3 H.P. AIR  
LINE KIT INCLUDED  
(2) 8,000 LB. CAPACITY SWING AIR JACKS

NOTE: IF USED L421-43 OR EQUIVALENT UNAVAILABLE, BID **NEW** UNIT  
SEPARATELY.

-----  
-----  
All freight, shipping, delivery and handling charges are to be included in bid total. The quotation as submitted on this form will remain firm for six weeks from the date quotation is opened by Illinois Eastern Community Colleges.

Bid includes installation and on-site training by a company technical representative.  
Electrical and compressed air connections to equipment should not be included in the bid.  
Educational pricing requested  
No sales -tax exempt institution

TOTAL BID \_\_\_\_\_ \$ \_\_\_\_\_  
(TOTAL FOR ITEM #1 THROUGH #5)

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_



TELEPHONE \_\_\_\_\_

FAX NO. \_\_\_\_\_

DATE \_\_\_\_\_

NOTE: PLEASE SUBMIT BID IN DUPLICATE

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT September 30, 2008**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$2,447,038.86</b>
<b>Operations &amp; Maintenance</b>	<b>\$446,586.48</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$893,563.40</b>
<b>Bond &amp; Interest</b>	<b>\$1,220,842.03</b>
<b>Auxiliary</b>	<b>\$185,789.26</b>
<b>Restricted Purposes</b>	<b>\$86,759.49</b>
<b>Working Cash</b>	<b>\$61,081.55</b>
<b>Trust &amp; Agency</b>	<b>\$406,670.51</b>
<b>Audit</b>	<b>\$12,009.68</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$522,923.19</b>
<b>TOTAL ALL FUNDS</b>	<b>\$6,283,264.45</b>

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**September 30, 2008**

**ALL FUNDS**

	Fiscal Year 2009
<b>ASSETS:</b>	
CASH	6,283,264
IMPREST FUND	21,500
CHECK CLEARING	12,000
INVESTMENTS	10,849,591
RECEIVABLES	3,075,069
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	512,740
OTHER ASSETS	456,014
TOTAL ASSETS AND OTHER DEBITS:	21,210,178
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	-
ACCOUNTS PAYABLE	8,143
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	298,062
TOTAL LIABILITIES:	306,205
 <b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	2,567,241
PR YR BDGTD CHANGE TO FUND BALANCE	(142,255)
 <b>FUND BALANCES:</b>	
FUND BALANCE	5,603,752
RESERVE FOR ENCUMBRANCES	12,875,235
TOTAL EQUITY AND OTHER CREDITS	20,903,973
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 21,210,178

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 As Of September 30, 2008

ALL FUNDS

FY 2009  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	3,516,122
STATE GOVT SOURCES	63,191
STUDENT TUITION & FEES	5,631,282
SALES & SERVICE FEES	1,197,220
FACILITIES REVENUE	1,856
INVESTMENT REVENUE	32,573
OTHER REVENUES	24,663
TOTAL REVENUES:	10,466,907

EXPENDITURES:

INSTRUCTION	2,002,017
ACADEMIC SUPPORT	126,783
STUDENT SERVICES	278,766
PUBLIC SERV/CONT ED	14,662
OPER & MAINT PLANT	1,199,684
INSTITUTIONAL SUPPORT	1,664,011
SCH/STUDENT GRNT/WAIVERS	2,554,825
AUXILIARY SERVICES	1,375,606
TOTAL EXPENDITURES:	9,216,354

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	1,250,553
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**OPERATING FUNDS  
COMPARISON REPORT FY07-09**

College	Category	FISCAL YEAR 2007			FISCAL YEAR 2008			FISCAL YEAR 2009			% of Year
		Annual Budget	Spent Thru September	% of Bdgt	Annual Budget	Spent Thru September	% of Bdgt	Annual Budget	Spent Thru September	% of Bdgt	
Frontier	Bills		\$489,628			\$549,130			\$721,829		
	Payroll		398,179			372,506			371,592		
	Totals	\$2,697,122	887,807	33%	\$3,032,325	921,636	30%	\$3,392,451	1,093,421	32%	25%
Lincoln Trail	Bills		341,024			372,976			712,625		
	Payroll		406,394			420,648			425,219		
	Totals	3,106,026	747,418	24%	3,256,049	793,624	24%	3,814,734	1,137,844	30%	25%
Olney Central	Bills		629,024			596,834			973,028		
	Payroll		804,812			727,241			781,242		
	Totals	5,359,686	1,433,836	27%	5,645,420	1,324,075	23%	6,278,322	1,754,270	28%	25%
Wabash Valley	Bills		577,325			617,021			1,132,469		
	Payroll		535,411			486,735			574,063		
	Totals	3,680,372	1,112,736	30%	4,040,350	1,103,756	27%	4,941,103	1,706,532	35%	25%
Workforce Educ.	Bills		372,919			403,357			456,234		
	Payroll		220,048			212,659			215,514		
	Totals	1,832,797	592,967	32%	2,099,181	616,016	29%	2,316,353	671,748	29%	25%
District Office	Bills		53,296			62,655			66,842		
	Payroll		189,073			192,005			195,706		
	Totals	1,248,404	242,369	19%	1,295,498	254,660	20%	1,339,335	262,548	20%	25%
District Wide	Bills		519,136			590,885			540,842		
	Payroll		147,418			174,862			179,643		
	Totals	8,436,101	666,554	8%	9,238,844	765,747	8%	9,800,602	720,485	7%	25%
<b>GRAND TOTALS</b>		<b>\$26,360,508</b>	<b>\$5,683,687</b>	<b>22%</b>	<b>\$28,607,667</b>	<b>\$5,779,514</b>	<b>20%</b>	<b>\$31,882,900</b>	<b>\$7,346,848</b>	<b>23%</b>	<b>25%</b>

Excludes DOC

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**September 30, 2008**

	<b>Amount</b>	<b>% of Total</b>
Salaries	2,742,979	37.34%
Employee Benefits	426,957	5.81%
Contractual Services	154,842	2.11%
Materials	359,744	4.90%
Travel & Staff Development	39,507	0.54%
Fixed Charges	231,110	3.15%
Utilities	246,307	3.35%
Capital Outlay	560,985	7.64%
Other	2,584,417	35.18%
	<u>7,346,848</u>	<u>100.00%</u>

**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**

**Agenda Item #14**

**Approval of Personnel Report**

## **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Terry L. Bruce

**DATE:** October 16, 2008

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.2., 400.3., 400.4. and 400.6. will be mailed under separate cover.

# **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Change-In-Status**
- 400.3. Request for Approval of Non-College Employment (External Report)**
- 400.4. Unpaid Leave Request (External Report)**
- 400.5. Leave of Absence Approved by CEO since August 19, 2008**
- 400.6. Resignations**

# PERSONNEL REPORT

## **400.1. Employment of Personnel**

### **A. Faculty**

1. Donald Bennett, Workforce Education Instructor, effective November 1, 2008

### **B. Classified**

1. Richard Jones, Custodian, LTC, effective October 23, 2008

## **400.2. Change-In-Status**

### **A. Classified**

1. Tressie Facculyn-Gous from Temporary Full-time Library Assistant, OCC, to Full-time Library Assistant, OCC, effective October 22, 2008.

## **400.3. Request for Approval of Non-College Employment (External Report)**

## **400.4. Unpaid Leave Request (External Report)**

## **400.5. Leave of Absence Approved by CEO since August 19, 2008**

### **A. None**

## **400.6. Resignations**

### **A. Classified**

1. Mark Duncan, Custodian, LTC, effective October 1, 2008
2. Erin Koertge, Library Assistant, OCC, effective September 26, 2008

**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**

	Estimated Budget											
Districtwide Plumbing & Electrical Survey	\$38,500											
Install / Expand Energy Mgt System - FCC	\$173,700											
Districtwide ADA Compliance Work	\$467,800											
HVAC Replacements & Upgrades, LTC, OCC	\$1,149,500											
Roof Replacement - LTC, OCC	\$471,800											
Combustible Wall Panel Replacement, LTC	\$150,300											
Toilet Replacement & Upgrade, LTC	\$90,800											
Districtwide Asbestos Abatement	\$515,900											
Site Lighting Upgrade, OCC	\$198,500											
Door & Window Replacement, LTC & OCC	\$219,900											
Carpet Replacement, WVC	\$32,700											
Storm Water Remediation, WVC	\$121,000											
<b>GRAND TOTAL</b>	<b>\$3,630,400</b>		<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Partial Accepted</b>	<b>Fully Accepted</b>	

9/30/2008