



COLUMBUS STATE COMMUNITY COLLEGE
Board of Trustees Committee of the Whole
Franklin Hall Board Room

550 East Spring Street
P.O. Box 1609
Columbus, Ohio 43216-1609
614/287-2400

May 20, 2010

MINUTES

Present:

William J. Dolan, Chair	Richard D. Rosen, Board
Poe A. Timmons, Vice-Chair	Michael E. Flowers, Board
Lynne Bowman, Board	Anne Lopez-Walton, Board
Dr. Richard Owens	Suzanne Stilson Edgar, Board
Dr. Val Moeller, President	Dr. Michael Snider, Interim Provost
Terri Gehr, Sr. VP & CFO	Dr. Janet Rogers, Executive Dean
Dr. Deborah Coleman, V.P.	Hamid Danesh, V.P.
Tim Wagner, V.P.	Will Kopp, V.P.
Jackie DeGenova, In-house Counsel	Liliana Landauer, Ex Officio Student
Darrell Minor, Ex Officio Faculty	India Keith, Ex Officio Staff
Paulette Fortea, Assistant to the President	

Mr. William Dolan, Board Chair, called the meeting to order at 12:16 p.m.

At the beginning of the meeting, Dr. Moeller noted that there were some corrections to the original agenda as follows:

- Page 5: Policy 3-01 changed “Less” to “MORE”
- Compensation Adjustments: Changed “4.0” to “3.6”
- Page 58: ERC Renovation –changed “Delaware” Hall to “Columbus” Hall
- Correction to list of names recommended for Tenure and First Promotion list

(1) **Amendment to Alternative Retirement Plan (ARP)**

The president advised that the college is required to revise the Alternative Retirement Plan every six years per the IRS. As this is the sixth year, the plan has been reviewed and amended to comply with IRS rules. The resolution adopting the restatement of the ARP is being submitted to the Board for approval.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(2) **Revision of Policies 3-01, Employee Classification; 3-02, Employment; and 3-04, Employee Salaries**

Three Human Resources policies, 3-01, 3-02 and 3-04 needed to updated to meet the changing needs of the college as outlined in the background information attached. Tim Wagner, V.P. of Human Resources Department outlined the changes made to each of the policies and the purpose for each. The recommendation to the Board will be to adopt the proposed changes in the three policies to be effective June 1, 2010.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(3) **Compensation Adjustments**

The president advised that, because she did not have all of the necessary information on the ranges of salaries increases when the agenda was sent out originally, she is now recommending changing the percentage of salary increase from 4.0 to 3.6 based on the market survey, and guidelines given to her from the Board in the past. The Committee was given a copy of the survey as part of the information packet given to them in advance.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(4) **Proposed FY2011 Operating Budget**

Terri Gehr, CFO, gave a brief presentation highlighting the proposed 2011 budget as it relates to the College district and the auxiliary enterprises, and the request to release additional funds for three strategic initiatives as described in Exhibits A, B and C attached.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(5) Revised Policy 5-14, Educational Resources Center (ERC)

Revisions to the policy and procedures for the Educational Resource Center have not been modified since April, 2006 eliminating Media Services. Therefore, the Board is asked to approve the revisions to Policy 5-14 as presented.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(6) Revised Policy 11-03, Symbol (Renaming: College Representations)

The president indicated that policy 11-03 is outdated and needed clarification on it and the related procedures for adopting and protecting the College's symbols, logos and other representations. This policy revision has been recommended by Shared Governance.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(7) Revised Policy 7-10, Student Code of Conduct

The president advised that the policy on the student code of conduct has been updated to reflect the changes in the law and emerging technology by integrating student academic and behavioral misconduct into one new policy. This policy has been subject to lengthy review by both in-house counsel and the Board of Regents. After much discussion, it was agreed that adding certain language to the preamble, e.g. "*Columbus State has the expectation of a higher standard of conduct for members and its college community to include its students*" would give more clarity to the policy.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval pending its revision.

(8) New Policy 7-03, Student Travel

Since the college does not currently have an existing policy or procedure governing student travel, this new policy is recommended for approval by the Board.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(9) Identity Theft Prevention Program (Red Flags)

The college is required by the FTC to establish an Identity Theft Prevention program to comply with their “Red Flags Rule” by June 1, 2010. The Board is required to approve this program which has also been reviewed and recommended by the College’s Information Security Committee.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(10) Traffic Light at the Delaware Campus

The College will participate with Greif, Inc. in the costs of installing a traffic light at U.S. 23 and Greif Parkway where the College’s second campus is located in Delaware County. The College’s portion of expenses will be paid from the existing building budget. The College is asking the Board to authorization reimbursement to Greif, Inc. up to a maximum of \$80,000, for the cost of the installation upon receipt of a detailed invoice. The Committee agreed that adding a stipulation stating that the College would pay 50% of the costs and not to exceed \$80,000, would add more clarity.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval pending revision.

(11) 1-670/71 MOU – Parcel Exchanges

Ms. Gehr explained to the Committee that the Memorandum of Understanding in this case puts the College in a position to agree in principle to land swaps. A map of the parcels involved had been distributed to the Committee in advance. The recommendation to the Board is to authorize the president to sign the MOU between the Ohio Department of Transportation, the City of Columbus and the College relating to the title swaps outlined in the attached document. Mr. Flowers asked if the College has the ability to incorporate the same language in the MOU that the City of Columbus has negotiated. Ms. Gehr will discuss this with the attorneys involved and respond.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(12) Columbus Hall (ERC) Renovation

The Board previously authorized the 2009-2014 Capital Improvement Plan which included renovation of Columbus Hall (ERC). Contracts for the project were bid as required by law, and the Board is asked to authorize awarding the following construction contracts:

Contract	Company	Amount
General Trades	Summit Construction	\$1,941,600
Plumbine & Fire Protection Mechanical	Fox Mechanical Co MRS Industrial, Inc.	\$ 192,000 \$ 337,304
Electrical	Vaughn Industries	\$ 708,600

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(13) Tenure Appointments and First Promotions in Rank

The following faculty members, having met the eligibility requirements stated in the Tenure Policy 5-02 are recommended for tenure and first promotion:

Susan Accetturo	Nursing
Melanie Adams	Human Services, Early Childhood Education
Sandra Arrighi	Allied Health, Medical Laboratory Technology
Tina Berry	Nursing
Mary Ann Canter	Allied Health, Respiratory Care Technology
Constance Doughty	Nursing
Debra Dyer	Construction Sciences and Engineer Technology, <i>(Electronic Engineering Technology)</i>
Dianne Fidelibus	Human Services, Mental Health/Chemical Dependency/ Mental Retardation
Karen Hughes	Nursing
Carla Mayers Bletchsh	Health, Dental and Veterinary Technology, <i>(Veterinary Technology)</i>
Carolyn Novak	Nursing
Andrea Parsons	Construction Sciences and Engineering Technology <i>(Geographic Information Systems)</i>
Jack Popovich	Business Programs <i>(Accounting and Finance)</i>
MaryEllen Tancred	Allied Health Professions <i>(Medical Laboratory Tech)</i>
Bradley Trimble	Business Programs <i>(Accounting and Finance)</i>

Gary Gutman	Mathematics
Peter Karim-Sesay	Social Sciences
Nancy Ziminski	Developmental Education

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(14) Financial Statements as of April 30, 2010

A copy of the College's financial statements as of and for the ten months ended April 30, 2010 was distributed to the Committee in advance for review.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(15) Personnel Information Items

There was no discussion on the Personnel Information Items as they are presented for informational purposes only.

The Committee of the Whole agreed to refer this item to the Board of Trustees for approval.

(16) Executive Session

The Committee adjourned to Executive Session at 1:50 p.m. to discuss real estate matters. The regular meeting of the Committee reconvened at 2:07 p.m.

There being no further items to come before the Committee, the meeting was adjourned at 2:10 p.m.

COLUMBUS STATE COMMUNITY COLLEGE
POLICY AND PROCEDURES MANUAL

EMPLOYEE DEFINITIONS

Effective August 21, 2000

Policy No. 3-01

Page 1 of 1

- (A) An employee is any individual who is listed on the college's payroll.
- (B) A full-time employee is employed in a Board-approved position.
- (C) A PROFESSIONAL part-time employee is employed in a non-Board-approved position working THIRTY ~~twenty~~ hours or less per week IN AN APPROVED CLASSIFICATION IN THE COLLEGE'S CLASSIFICATION PLAN. ~~for a specific approved duration.~~
- (D) A WORK STUDY STUDENT IS EITHER AN EMPLOYEE IN THE FEDERAL STUDENT AID PROGRAM OR THE COLLEGE WORK STUDY PROGRAM. BOTH MUST BE ENROLLED FOR CREDIT CLASSES IN THE COLLEGE AT ALL TIMES AND EMPLOYED TWENTY HOURS OR LESS PER WEEK FOR THE DURATION OF THEIR FUNDING OR END OF THE FISCAL YEAR, WHICHEVER COMES FIRST. WORK STUDY POSITIONS ARE MANAGED BY THE FINANCIAL AID DEPARTMENT AND ARE COMPENSATED ON AN HOURLY BASIS. SEE POLICY AND PROCEDURE 7-07.
- (E) A temporary employee is employed in a non-Board-approved position that is ~~expected to be~~ NO MORE THAN ONE (1) YEAR ~~six months or less~~ in duration, OR UNTIL THE COMPLETION OF A PROJECT.
- (F) An externally funded employee is employed in a non-Board-approved position which is not funded from the unrestricted general fund resources of the college. Due to the nature of the funding (commonly contracts or grants), externally funded employment is subject to ~~special~~ employment conditions and/or restrictions THAT MAY NOT APPLY TO EMPLOYEES IN A BOARD APPROVED POSITION.
- (G) The *President college* will establish procedures that define work categories.

REVISED May 17, 2010

COLUMBUS STATE COMMUNITY COLLEGE
POLICY AND PROCEDURES MANUAL

EMPLOYMENT
Policy No. 3-02
Page 1 of 1

Effective August 21, 2000

- (A) Columbus State Community College believes in a globally diverse and multicultural environment that promotes equal opportunities to all applicants and employees. This is achieved through a competitive recruitment and employment process that provides qualified and diverse employees.
- (B) The college will establish procedures for the establishment and revision of job descriptions.
- (C) The college will establish procedures for the employment of full-time faculty and administrators.
- (D) The college will establish procedures for the employment of full-time staff.
- (E) The college will establish procedures for the employment of PROFESSIONAL part-time staff.
- (F) The college will establish procedures for the employment of adjunct instructors.
- (G) THE COLLEGE WILL ESTABLISH PROCEDURES FOR THE EMPLOYMENT OF PART-TIME WORK STUDY STUDENTS.
- (G) The final determination of all hiring decisions rests with the President. Former full-time employees of the college are eligible for rehire on a case-by-case basis. ~~only after written or electronic communication approval of the President.~~

COLUMBUS STATE COMMUNITY COLLEGE
POLICY AND PROCEDURES MANUAL

EMPLOYEE SALARIES

Effective

Policy No. 3-04

Page 1 of 1

- (A) Schedules of SALARY BANDS AND PAY ~~salary~~ ranges for all jobs shall be maintained by the ~~Executive Director~~ VICE PRESIDENT OF HUMAN RESOURCES ~~Director of Personnel~~. ~~Each employee will be provided a copy of the appropriate salary schedule or range.~~
- (B) Changes to SALARY BANDS AND PAY RANGES require approval of the Board of Trustees.
- (C) The Board of Trustees shall determine the salary of the President.
- (D) Initial placement of employees IN THE SALARY BAND ~~on the salary schedule or range~~ will be made in accordance with POLICY/PROCEDURE 3-03 (H) (1) ~~procedures adopted by the President~~. ~~Initial placement of staff or management employees in the appropriate range above the mid point of the range, or initial placement of faculty above step 5 of the schedule, must be approved by the Board of Trustees.~~
- (E) EMPLOYEES WHO EARN AN ACADEMIC DEGREE MORE ADVANCED THAN THEY ALREADY POSSESS SHALL BE COMPENSATED FOR EARNING THAT DEGREE IN ACCORDANCE WITH ~~PROCEDURES ADOPTED BY THE PRESIDENT~~. POLICY/PROCEDURE 3-04 (F)
- (F) PROCEDURES FOR THE ADMINISTRATION OF THE COLLEGE'S SALARY SYSTEM WILL BE ADOPTED BY THE PRESIDENT.

**Columbus State Community College District
Operational Budget District
Proposed FY11 Budget Compared to RFY10 Budget**

	RFY10	FY11	Difference	Percent Increase/(Decrease)
Revenues				
Appropriations				
(a)	\$ 1,311,043	\$ 2,683,002	\$ 1,371,959	105%
(b)	62,168,736	64,173,300	2,004,564	3%
	<u>63,479,779</u>	<u>66,856,302</u>	3,376,523	5%
Student				
(d)	78,583,740	82,565,633	3,981,893	5%
(e)	5,350,420	5,579,991	229,571	4%
(f)	500,000	500,000	-	0%
	<u>84,434,160</u>	<u>88,645,624</u>	4,211,464	5%
Contracted Services				
(g)	255,585	255,585	-	0%
	<u>255,585</u>	<u>255,585</u>	-	0%
Other				
(h)	250,000	250,000	-	0%
	<u>250,000</u>	<u>250,000</u>	-	0%
(i)	<u>148,419,524</u>	<u>156,007,511</u>	7,587,987	5%
Expenditures				
(j)	Educational & General			
(k)	(Instructional) (4)			
	79,390,192	84,873,487	5,483,295	7%
(l)	Library			
	1,870,237	2,127,913	257,676	14%
(m)	General (5)			
	11,403,982	11,775,938	371,976	3%
(n)	Information Technology			
	12,451,037	12,953,653	502,616	4%
(o)	Student Services			
	10,952,411	11,879,267	926,857	8%
(p)	Operation and Maintenance of Plant			
	13,099,563	14,541,679	1,442,115	11%
(q)	Administration (6)			
	7,851,487	8,172,282	320,794	4%
(r)	Additional Payroll Items			
	-	-	-	
	Contingency Delaware Campus			
	100,000	250,000	150,000	150%
	Add' Payroll Items			
	-	2,700,000	2,700,000	
(s)	<u>137,118,890</u>	<u>149,274,219</u>	12,155,329	9%
(t)	Transfer for equip. and replacement			
	2,200,000	3,600,000	1,400,000	64%
(u)	Transfer for debt service			
	1,548,819	1,548,819	-	0%
(v)	Transfer for capital improvements			
	-	-	-	
(w)	<u>140,967,709</u>	<u>154,423,038</u>	13,555,329	10%
(x)	<u>\$ 7,551,815</u>	<u>\$ 1,584,473</u>	\$ (5,967,342)	-79%

Columbus State Community College Auxiliary Services Fund FY 2011 Budget

<u>Revenues</u>	FY10 Revised Budget	FY11 Proposed Budget	Increase (Decrease)	Percent Change
Bookstore	\$ 2,992,997	\$ 3,024,341	\$ 31,344	1.0%
Child Development Center	965,895	965,895	(0)	0.0%
Food Services	364,390	345,343	(19,047)	-5.2%
Bridgeview	478,089	475,131	(2,958)	-0.6%
Total	4,801,371	4,810,710	9,339	0.2%
<u>Expenses</u>				
Bookstore	2,288,223	2,245,306	(42,917)	-1.9%
Child Development Center	1,237,493	1,233,023	(4,469)	-0.4%
Food Services	77,363	77,588	225	0.3%
Bridgeview	541,404	529,825	(11,579)	-2.1%
Total	4,144,482	4,085,742	(58,740)	-1.4%
<u>Net Income/(Loss)</u>				
Bookstore	704,774	779,035	74,261	10.5%
Child Development Center	(271,597)	(267,128)	4,469	-1.6%
Food Services	287,027	267,755	(19,272)	-6.7%
Bridgeview	(63,315)	(54,694)	8,621	-13.6%
Total	656,888	724,968	68,079	10.4%
<u>Miscellaneous</u>				
Administrative Office*	465,936	464,190	(1,746)	-0.4%
Marketing	142,173	150,412	8,239	0.0%
Administrative Salaries	-	-	-	0.0%
Add'l Payroll Items	-	98,654	98,654	0.0%
	608,109	713,256	105,147	0.0%
Total Auxiliary Net Income	\$ 48,779	\$ 11,712	\$ (37,068)	-76.0%

* Administrative Office contains expenses related to overseeing all Auxiliary

Strategic Initiatives – Release of Additional Funds

<u>Initiative</u>	<u>Strategic Initiative Account</u>	<u>Amount</u>
Web Site Architecture/ Web Services Integration	Technology	\$359,000
Document Management System	Technology	\$238,000
Health Savings Account Option	Health Care HSA Incentive	\$300,000

MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION,
CITY OF COLUMBUS, OHIO, AND
COLUMBUS STATE COMMUNITY COLLEGE

This Agreement is made by and between the State of Ohio Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223 ("ODOT"), City of Columbus, Ohio, 109 North Front Street, Columbus, Ohio 43215 ("CITY"), and Columbus State Community College, District Board of Trustees, 550 East Spring Street, Columbus, Ohio 43215 ("CSCC"), all of whom are collectively referred to herein as the "Parties."

WHEREAS, ODOT has identified as a transportation objective, which is in the public interest and for the public safety, the construction of a certain highway project on Interstate Route 71 and Interstate Route 670 in the City of Columbus, Ohio, which ODOT has denominated FRA-71-17.76/FRA-670-4.19 PID 77369 ("Project"); and

WHEREAS, the Project as presently planned by ODOT is designed to be constructed on certain lands, certain portions of which each of the Parties owns the fee or other easement rights that are depicted and identified in Exhibit 1 attached hereto, which is incorporated herein by this reference; and

WHEREAS, during the course of surveying and planning the Project ODOT has determined that certain portions of the land owned by ODOT that are needed to construct the Project have been occupied and used by CSCC; and

WHEREAS, during the course of surveying and planning the Project ODOT has been able to identify certain lands owned by one of the Parties, or over which one of them owns certain easement rights, that could better serve the overall best interests of the public by being conveyed or assigned to one of the other Parties or by the owning party issuing a permit to allow one of the other Parties to use, occupy and enjoy; and

WHEREAS, each of the Parties has concluded that it would in be in its individual best interests, and more importantly the best interests of the public in general, for the Project to be constructed where and in the manner designed by ODOT; and

WHEREAS, each of the Parties seeks to attain the overall best interests of the public by the following: (i) the construction of the Project as planned by ODOT; (ii) the fee ownership of the lands needed for the Project in the name of the State of Ohio and its successors and assigns for the use and benefit of ODOT; and (iii) the transfer of the fee ownership of, or the assignment of an existing easement, or the issuance of a permit to use the lands in the vicinity of, but not needed for, the Project to the party best situated to devote said lands to the greatest current benefit of the public.

NOW THEREFORE, the Parties hereto agree and contract as follows:

1. Consideration, Costs, and Expenses

(A) None of the Parties shall pay any monetary consideration to either of the others. Consideration shall be the mutual promises of the Parties hereto to convey interests in real estate, whether they be fee interests, permanent or temporary easements, or a permit to use land, and the current reliance of the Parties hereto upon these mutual promises.

(B) Each of the Parties shall bear its respective costs and expenses incurred in connection with entering into this Agreement, including but not limited to its individual analysis and determination of its rights, titles and interests in the lands on which the Project will be constructed; provided, however ODOT shall share with CITY and CSCC, at no cost to either of them, all of the data it has developed and is relevant thereto. ODOT shall bear all costs and expenses incurred for the construction of the Project, for the creation of all necessary legal descriptions (including the costs of any legal descriptions needed for the transfer of real property from the CITY to CSCC), for the creation of the deeds of conveyance, whether they be for the fee, a permanent or temporary easement, or a permit to use land. Each party shall pay the respective costs and expenses for recording any conveyance of land to it or for the issuance of any permit granted to it pursuant to the terms of this Agreement.

(C) CITY and CSCC agree that any conveyance or transfer of property by either of them to ODOT shall be a donation to ODOT pursuant to R.C. 5501.33.

2. Construction of the Project

(A) Each of the Parties acknowledges the Project is a “design/build” construction project of ODOT, and as such the final plans for the construction of thereof have not been completed as of the date of this Agreement. Each of the Parties agrees the Project shall be constructed in accordance with ODOT’s existing plans for FRA-71-17.76/FRA-670-4.19. In the likely event the existing plans are modified, the Parties agree to continue to act in good-faith and furtherance of the intentions as expressed herein; however any modifications relating to the City obligations under this Agreement are subject and limited to subsequent City approvals and Columbus City Council’s passage of any necessary legislation.

(B) Exhibit 1 attached hereto identifies and describes: (i) the areas of land, the fee of which and/or the easement rights that are owned by each of the Parties in the immediate vicinity of Project that will be affected permanently or temporarily by the construction of the Project; (ii) the areas of land owned in fee by CSCC or CITY that are to be conveyed, permanently in fee or temporarily by easement, to ODOT or CITY, the legal descriptions of those areas of land, as approved by the Engineer of Franklin County, Ohio, are included as a part of Exhibit 1; (iii) the areas of land owned by CITY that are to be conveyed, permanently in fee or by easement, to CSCC; and (iv) the areas of land owned by ODOT in fee or over which it currently owns perpetual highway easements that, upon the completion and acceptance of the Project, ODOT will either issue to CSCC a permit to use, occupy and enjoy, or convey to CSCC pursuant to R.C. 5501.45; the Parties agree that the decision as to whether to issue a permit or license, or to convey pursuant to said statute, as well as the terms and conditions of any such permit, license or conveyance are all within the unfettered discretion of ODOT.

(C) It is the general intention of the Parties hereto that after the Project has been completed and accepted by ODOT that within the real estate now occupied by CSCC (excluding rights of way open to and used by the public) bordered by Spring Street to the South, North Grant Street to the West, and the Project as it borders the East and North sides of the CSCC campus, CSCC shall (i) own this real estate in fee; or (ii) be assigned such perpetual easements rights the CITY has over the area of land in question, or (iii) be issued a permit to use by ODOT, or in the alternative ODOT may convey the same pursuant to R.C. 5501.45.

3. Conveyances, Assignments and Permits

(A) Each of the Parties shall convey in fee title in, or shall assign its permanent easement rights over, or shall issue a permit to use, occupy and enjoy, all those certain lands owned by that party, or over which it owns easement rights, that are identified and described in Exhibit 1, and every such conveyance, assignment or issuance of a permit shall be made to that other party identified in Exhibit 1, all as provided for immediately above in section "2. Construction of the Project."

(B) The Parties agree that ODOT may in its unfettered discretion defer issuing any permit to use, occupy, and enjoy or defer conveying any property pursuant to R.C. 5501.45 until the Project is completed and accepted by ODOT. It is further understood that any such issuance of a permit or conveyance pursuant to R.C. 5501.45 shall be done under the direction and control of ODOT District 6.

(C) The parties agree that prior to CITY or CSCC conveying or transferring any right, title or interest in real property to ODOT, they will review the values of the parcels of property being conveyed or transferred to ODOT and comply with R.C. 5501.46 as provided for in that statute.

(D) Any conveyances by the CITY and/or by CSCC shall be by quitclaim deeds and shall contain reservation of easement rights for existing CITY owned utilities presently located on the real property being conveyed.

(E) The Parties expressly agree to make all of the foregoing conveyances not later than one year subsequent to the time the Project is completed and accepted by ODOT. Within five business days of the Project's completion and ODOT's acceptance thereof, ODOT shall provide written notice thereof to CITY and CSCC.

4. Right of Entry

(A) If deemed reasonably necessary and desirable, the Parties agree that prior to conveying, assigning, or issuing a permit as provided for above, the CITY and CSCC, collectively or individually as the case might be, shall grant to ODOT a Right of Entry upon all of those areas of lands identified and described in Exhibit 1 (see section 2(B)(ii) above) as needed for the construction of the Project; the right(s) of entry to be granted to ODOT shall include the right to enter upon, occupy and have exclusive possession of such areas of land for the purposes of constructing thereon the Project and any related highway or facility incidental thereto. Any Right of Entry from the CITY shall contain reservation of easement rights for existing CITY owned utilities presently located on the real property that is the subject of such a Right of Entry

from the CITY. A copy of the Contract for the Right of Entry between CSCC and ODOT that satisfies this provision is attached hereto as Exhibit 2.

(B) Nothing contained herein shall in any way vitiate or affect the duty or obligation of any party to convey, assign or issue a permit as provided for above.

5. Miscellaneous Provisions

(A) Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective heirs, executors, administrators, successors and assigns.

(B) This Agreement may be executed in three or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

(C) This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon any of them.

(D) No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by all the Parties.

The Parties have executed this Agreement on the date(s) indicated immediately below their respective signatures; and this Agreement shall become effective on the latest date on which one of the Parties hereto executes the same.

THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION

JOLENE M. MOLITORIS, DIRECTOR

By: THOMAS J. WESTER, DEPUTY DIRECTOR, DISTRICT 6
Date: _____, 2010

CITY OF COLUMBUS
a municipal corporation

By: MARK KELSEY, Director
Department of Public Service
As authorized by Council Ordinance No.0155-2010
passed on the 25th day of January, 2010.

Date: _____, 2010

COLUMBUS STATE COMMUNITY COLLEGE,
DISTRICT BOARD OF TRUSTEES

By: _____
M. VALERIANA MOELLER, PhD
President

Date: _____, 2010