

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**June 18, 2019**



**Location:**

**Wabash Valley College  
2200 College Street  
Mt. Carmel, Illinois 62863**

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

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**June 18, 2019**

**7:00 p.m.**

**Wabash Valley College  
Cafeteria**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Bruce
  - A. Student Consumer Policy 500.33
  - B. Student Code of Conduct Policy 500.8
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Technology Plan ..... Cline
  - B. Distance Delivery Plan ..... Martin
  - C. Emergency Response Plans ..... Martin
  - D. Violence Prevention Plan ..... Martin
  - E. CAISA and SAFE Memoranda of Understanding ..... Martin
  - F. Renewal of Property, Casualty & Liability Insurance Coverage ..... Hawkins
  - G. FY2020 Budget Resolution ..... Hawkins
  - H. RAMP 2021 ..... Hawkins
  - I. Building and Maintenance Fund Resolution ..... Hawkins
  - J. Inter-Fund Loans Resolution ..... Hawkins
  - K. Working Cash Fund ..... Hawkins

- L. Payment of Accrued Bills ..... Bruce
  - M. Sale of Property to Richland Memorial Hospital..... Bruce
  - N. Paramedic Program Consortium Agreement ..... Bruce
  - O. Lease with Wabash Telephone Cooperative..... Bruce
  - P. Automotive Technology Uniform Fee Change..... Bruce
  - Q. Lease Agreements ..... Bruce
  - R. Affiliation Agreement with CVS Pharmacy – Pharmacy Tech – LTC..... Bruce
9. Bid Committee Report..... Bruce
    - A. None
  10. District Finance
    - A. Financial Report ..... Hawkins
    - B. Approval of Financial Obligations ..... Hawkins
  11. Chief Executive Officer’s Report..... Bruce
  12. Executive Session..... Bruce
  13. Approval of Executive Session Minutes
    - A. Written Executive Session Minutes..... Bruce
    - B. Audio Executive Session Minutes ..... Bruce
    - C. Semi-Annual Review of Executive Session Minutes ..... Bruce
  14. Approval of Personnel Report ..... Bruce
  15. Collective Bargaining..... Bruce
  16. Litigation ..... Bruce
  17. Other Items
  18. 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 Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West, Olney, Illinois, Tuesday, May 21, 2019.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, Jan Ridgely. Also present was Corey Hall, student trustee. Trustees absent: James Lane. 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.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Holly Martin, Chief Academic Officer.

Renee Smith, Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Monday, April 16, 2019 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Gary Carter made a motion to approve minutes of the foregoing meeting as prepared. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

**#3-A. Visitors & Guests:** Visitors and guests present were recognized, including several college staff members.

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

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

**AGENDA #5 – “Reports”** –

**#5-A. Report from Trustees:** All trustees present reported they participated in Graduation Ceremonies on May 10<sup>th</sup> at one of the four colleges. Trustees Gary Carter and James Lane participated the Illinois Community College Trustees Association Lobby Day held May 1st in Springfield. Trustee Brenda Culver reported she attended the IECC District Office Employee Recognition Lunch held May 10<sup>th</sup> and that Renee Smith, Board Secretary was recognized for 40 years of service to the District.

**#5-B. Report from Presidents:** Electronic reports were presented from each of the colleges. President Rodney Ranes introduced faculty members Amie Mayhall and Shasta Bennett, Phi Theta Kappa sponsors and student member Abigail Etchison. Abigail was on the team that placed first in the nation in a scholastic contest held at the National Phi Theta Kappa conference held recently in Orlando.

**#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. Articulation Agreement between EIU and WVC – Radio TV:** Holly Martin reviewed a proposed articulation agreement between IECC’s Radio/TV & Digital Media A.A.S.and EIU’s TV Video Production B.A. with Radio & Audio Production Minor that is the outcome of the two institutions shared interest and increased focus on articulation and outreach. The CEO recommended approval of the following articulation agreement:

Illinois Eastern Community College (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through this articulation agreement to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

1. Any student who has completed a baccalaureate-oriented associate degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU’s lower division general education requirement.
2. Acceptance into a specific EIU program is based on the individual transferring student meeting the conditions and considerations listed for that program. Specifically, students

completing the **Radio/TV & Digital Media A.A.S.** at IECC will be admitted to the baccalaureate **TV Video Production B.A. with Radio & Audio Production Minor** at EIU.

3. The courses listed in the attached prescribed IECC transfer guide has been reviewed and accepted for transfer to EIU.
4. Relationships between IECC and EIU faculty and administration are in the spirit of cooperation and provide the basis for this agreement
5. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
6. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
7. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students.
8. Either EIU or IECC may dissolve this agreement by giving one years' advance notice to the cooperating institution's president or academic vice president.
9. This agreement is effective with the **2019-2023** academic year and is subject to renewal quadrennially.

**Board Action:** Trustee Al Henager made a motion to approve the foregoing articulation agreement between IECC/WVC and Eastern Illinois University. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Student Satisfaction Survey Results FY2019:** Holly Martin reviewed the FY2019 Student Satisfaction Survey results. IECC students continue to be satisfied with services provided by the colleges, according to the latest survey, with survey questions included in the areas of Communication, Student Services, Instruction, Technology and recommending the college to others. Results included:

Services

94% were satisfied with Advisement services.

94% were satisfied with Financial Aid services.

95% were satisfied with Entrata.

97% were satisfied with Help Desk services.

Other

92% were satisfied with the quality of instruction.

96% felt the instruction was academically challenging.

97% were satisfied with classroom size.

94% were satisfied with courses available at the times they want or needed them.

95% would recommend the college to others.

The results of the survey are shared with various district-wide committees as well as college committees to work on improving any area that needs attention. The CEO recommended acceptance of the Student Satisfaction Survey results.

**Board Action:** Trustee Gary Carter made a motion to accept the Student Satisfaction Survey results as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Certified Election Results:** The CEO recommended that the following Resolution of Certified Election Results be approved.

### **RESOLUTION DECLARING ELECTION RESULTS**

The Board of Trustees of Illinois Eastern Community College District #529 hereby states that:

WHEREAS on April 2, 2019, an election was held for the purpose of electing three members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, is the Election Authority for Illinois Eastern Community College District #529, and did certify the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, did certify the official election results and did provide a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 2, and;

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

WHEREAS Alice Mullinax certified that the following votes were tabulated for a full six year term:

Paul A. "Al" Henager	6,821
John Brooks	7,226

and;

WHEREAS Alice Mullinax certified that the following votes were tabulated for the remaining 2 years of a 6 year term:

James W. Lane	8,777
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and;

WHEREAS Alice Mullinax certifies that Paul A. "Al" Henager and John Brooks were elected as trustees to serve a full term and;

WHEREAS Alice Mullinax certifies that James W. Lane was elected as trustee to serve the remaining 2 years of a six year term and;

WHEREAS the Board of Trustees of Community College District #529 takes notice that due to election laws, there can be no official certification of election results until 14 days following the election or April 16, 2019, and that, Alice Mullinax was unable to officially certify the results before April 16, 2019 and that the official certification of votes had not yet occurred, the Board finds that the unofficial results as provided indicate the actual individuals elected to the Board of Trustees and;

WHEREAS Alice Mullinax has now officially certified the election results of the April 2, 2019 election and that the results are accurately set forth above.

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the official results of the April 2, 2019 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority, and further declares that Paul A. "Al" Henager and John Brooks were duly elected to serve full 6 year terms as trustees and that James W. Lane was duly elected to serve the remaining 2 years of a full term as trustee.

ADOPTED THIS 21st Day of May, 2019.

**Board Action:** Trustee Brenda Culver made a motion to approve the Resolution of Official Election Results as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Al Henager, Jan Ridgely, Brenda Culver Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Environmental Scan:** Rodney Ranes and Luke Harl reviewed the data points of information collected for the twelve county area in the IECC District that are used for the FY2019 Environmental Scan. The Environmental Scan is used by the District to forecast future internal and external needs for both college programs and services. The data is used to assist the District in developing the strategic plan and provides information for grant applications. The CEO recommended acceptance of the Environmental Scan as presented .

**Board Action:** Student Trustee Corey Hall made a motion to accept the Environmental Scan as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Affiliation Agreements:** IECC wishes to enter into an affiliation agreement with the following ten medical facilities. The agreements in full are listed in the board agenda. The CEO recommended approval of agreements with the following medical facilities:

Good Samaritan Hospital – Medical Office Careers - OCC

Jasper County Health Dept. – Electronic Medical Records & Certified Medical Assistant –LTC

RWR Medical Arts – Electronic Medical Records & Certified Medical Assistant – LTC

Gynecology Associates – Certified Medical Assistant - LTC

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreements as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Brenda Culver Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – “Bid Committee Report”** – The CEO recommended approval of the following Bid Committee Report:

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends acceptance of the bid received that meets all specifications from John Flach Builders, Teutopolis, Illinois for a total of \$34,400.

<b>Information Systems Technology Laboratory Remodel</b>	
<b>Company</b>	<b>Total Bid</b>
Illini Builders Company of Olney Olney, IL	\$46,979
John Flach Builders Teutopolis, IL	\$34,400
Schuetz Companies LLC Olney, IL	\$38,705

Department: Olney Central College – West Richland Center.

Source of Funds: 663430-63430-8400-308.

Rationale for Purchase: To remodel classroom space for new IST lab under Title 3.

The "Advertisement for Bids" was placed in the Wayne County Press for one (1) day.

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends rejecting all bids at this time due to the price exceeding available budget.

<b>12-Passenger Van &amp; 7-Passenger Mini Van</b>	
<b>Company</b>	<b>Total Bid</b>
Max Dye – Chrysler, Dodge, Jeep, Ram, GMC Salem, IL (7-Passenger Van)	\$28,900

Department: Olney Central College – International

Source of Funds: 018-8110D-8700-806

Rationale for Purchase: N/A

The "Advertisement for Bids" was placed in the Wayne County Press for one (1) day. In addition, individual invitations to bid were sent directly to twenty-seven (27) potential vendors.

**Board Action:** Trustee Jan Ridgely made a motion to approve the Bid Committee Report as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 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 the balance in all funds as of April 30, 2019.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for May 2019, totaling \$1,065,124.31, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Jan Ridgely made a motion to approve payment of district financial obligations for May 2019, in the amounts listed. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – None.

**AGENDA #12 – “Executive Session”** – The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment,

compensation, discipline, performance, or dismissal of specific employees of the district, and, under Section 2(c) (6) The setting of a price for sale or lease of property owned by the public body. Trustee Brenda Culver made a motion to go into closed session at 8:15 p.m.. The motion was seconded by Trustee Al Henager and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried. The closed session adjourned and reconvened in open public session after a motion was made by Trustee Brenda Culver and the motion was seconded by Trustee Al Henager. A voice vote was taken and the Chair declared the “Ayes” have it, the closed meeting was adjourned and there being a quorum present, the Board of Trustees reconvened the regular open meeting for the transaction of business at 9:40 p.m.

(Note: Separate minutes have been prepared for the foregoing closed meeting.)

**AGENDA #13 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, April 16, 2019.

**AGENDA #14 – “Approval of Personnel Report”** – Tara Buerster presented the following amended Personnel Report and the CEO recommended approval.

**400.1. Employment of Personnel**

**A. Faculty**

1. Vanessa Lowe, Nursing Instructor, OCC/WVC, effective August 8, 2019.
2. Gerry Kinney, EDS Instructor, FCC, effective August 8, 2019.

**B. Professional, Non-Faculty**

1. Amy Theriac, Coordinator of Financial Aid, LTC, effective June 3, 2019.

**400.2. Academic Rank Change from Instructor to Assistant Professor**

**A. Faculty**

1. Jacy Ghast

**400.3 Academic Rank Change from Assistant Professor to Associate Professor**

**A. Faculty**

1. Cheryl Dill
2. Chris Mathews
3. Linda Monge

**400.4. Academic Rank Change from Assistant Professor to Professor**

**A. Faculty**

1. David Denton
2. John Kendall

**400.5. Resignation Ratification**

**A. Maintenance/Custodial**

1. Stuart Balding, Custodian, WVC, effective May 28, 2019.

**400.6 Retirement Ratification**

**A. Administration**

1. Terry Bruce, Chief Executive Officer, DO, effective July 1, 2019.

**400.7. Special Assignment**  
**A. Academic**

1. Amie Mayhall, Director of Health Information Technology Program, \$3,000/year + 12 hours release time per academic year, effective June 1, 2019.

**400.8 Employment of Personnel**  
**A. Administrative, Non-exempt**

1. Kyle Gray, Director of Business, Lincoln Trail College, effective May 28, 2019, pending successful completion of background check.

**#14-A. Board Action to Amend Personnel Report:** The Chair recommended the Personnel Report be Amended to include Item 400.7 Special Assignment and 400.8 Employment of Personnel. Trustee Gary Carter made a motion to amend the personnel report as recommended. Student Trustee Corey Hall seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**#14-B. Board Action to Approve Amended Personnel Report:** Trustee Al Henager made a motion to approve the amended Personnel Report as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: James Lane. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

**AGENDA #16 – “Litigation”** – None.

**AGENDA #17 – “Other Items”** –None.

**AGENDA #18 – “Adjournment”** – Trustee Brenda Culver made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:52 p.m.

Minutes of a special 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 Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Conference Room at the District Office building, 233 East Chestnut Street, Olney, Illinois, on Wednesday, May 29, 2019 at 6:00 p.m.

**Notice of Special Meeting:** G. Andrew Fischer, Chairman of the Board of Trustees called this special meeting. Notice of the meeting was given at least 48 hours before the meeting, in writing, to each member of the Board and to news media. A copy of the notice was also posted at the main office of this community college district. The notice specified the date, time and place of the meeting, and the purpose thereof.

**Purpose:** To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the IECC District.

**AGENDA #1** – “**Call to Order & Roll Call**” – The Chair called the meeting to order at 6:00 p.m. and the Chairman directed the Secretary 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: Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Trustees absent: John Brooks. Student Trustee Absent: Corey Hall. 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:  
Renee Smith, Board Secretary.

**AGENDA #2** – “**Recognition of Visitors & Guests**” – None.

**AGENDA #3** – “**Public Comment**” – None.

**AGENDA #4** – “**Interview of Interim CEO Candidates**” – Board members heard an opening statement presentation given by Roger Eddy, who is a candidate for the position of Interim CEO. Trustees conducted an interview of the candidate and Mr. Eddy concluded the interview with a closing statement. Mr. Eddy left the meeting at 6:50 p.m.

Board members then heard an opening statement presentation given by Marilyn Holt, who is a candidate for the position of Interim CEO. Trustees conducted an interview of the candidate and Mrs. Holt concluded the interview with a closing statement. Mrs. Holt left the meeting at 8:00 p.m.

**Further Discussion:** Following the candidates departure from the meeting and building, the trustees held further discussion relative to employment of an Interim CEO for the Illinois

Eastern Community College District. Following this discussion, Trustee John Brooks was joined to the meeting by telephone at 8:40 p.m.

**Board Action:** Trustee Gary Carter made a motion to authorize Chairman Andrew Fischer to negotiate an offer of employment to Marilyn Holt for the position of Interim Chief Executive Officer and Chief Operating Officer. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chairman the following trustees voted yea: Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: None. Trustees voting nay: None. Trustees Abstaining to Vote: John Brooks. Trustees absent: Student Trustee Corey Hall. The motion having received 6 yea votes and 0 nay votes and one member abstaining, the Chair declared the motion carried.

**AGENDA#5 – Executive Session -** There was no executive session held at this meeting.

**AGENDA #6 – Other Items -** None.

**AGENDA #7 – “Adjournment”** – Trustee James Lane made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion was adopted, and the meeting adjourned at 8:55 p.m.

**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**

**Agenda Item #6**

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

**Agenda Item #6A**

**Student Consumer Policy 500.33**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Student Consumer Policy

To comply with Federal Title IV, the Higher Learning Commission (HLC) has adopted a new policy that will go into effect September 1, 2019 to ensure transparency in the recruitment process and ensures students are able to make informed decisions about their education.

The District will now comply with the Gainful Employment requirements for promotional materials starting July 1 and require that the colleges disclose the following on all program-specific materials:

- Time to complete the degree
- Cost
- Typical graduate debt
- Whether a program meets licensure requirements

The new policy ensures the District complies with Title IV obligations in admissions, marketing, and recruitment.

I recommend the Board's approval of the new Student Consumer Policy 500.33.

TLB/rs

Attachment

STUDENT – 500

**Student Consumer Policy (500.33)**

Date presented: June 18, 2019

In accordance with the US Higher Education Act of 1965 and the Higher Learning Commission Policy on Recruiting, Admission and Related Institutional Practices, Illinois Eastern Community Colleges shall make student consumer information available to all current and prospective students. Student Consumer Information shall include, but not be limited to: time to complete degree, cost, typical graduate debt, and whether a program meets licensure requirements.

**Agenda Item #6B**

**Student Code of Conduct Policy 500.8**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Student Code of Conduct

The Colleges have requested a code of conduct that outlines the due process procedures and consequences for failure to follow the established policy on student conduct to be included in their Student Handbooks. The goals of the code of conduct is to:

- Provide campuses policies and procedures for handling student conduct issues.
- Make a policy/procedure flexible enough to respond to the individual differences at each campus.
- Unify existing policies and procedures and eliminate potential conflicts between the policies.
- Provide notice of current practices in relation to student conduct.
- Provide legal coverage via due process in the event that a student's "property" (i.e. the ability to attend class or receive services) needs to be revoked.

With the creation of the new code of conduct, there are existing policies that would appear in the Code of Conduct instead of the IECC policy manual. The policies proposed for relocation are the Academic Integrity Policy 500.25 and the Hazing Policy 500.28. Any other existing policies included in the code of conduct apply to both students and employees and thus will remain in the IECC policy manual as well as the student code of conduct.

I request the board's approval of the student code of conduct.

TLB/rs

Attachment



Illinois Eastern Community Colleges  
Student Code of Conduct  
2019

<b>Table of Contents</b>	
<b>I. Introduction</b>	<b>2</b>
<b>II. Definitions</b>	<b>2</b>
<b>III. Student Code Authority</b>	<b>3</b>
<b>IV. Jurisdiction of the Student Code of Conduct</b>	<b>3</b>
<b>V. Prohibited Conduct</b>	<b>4</b>
<b>a. Academic Dishonesty</b>	
<b>b. Disorderly or Disruptive Conduct</b>	
<b>c. Discrimination</b>	
<b>d. Sexual Misconduct</b>	
<b>e. Retaliation</b>	
<b>f. Hazing</b>	
<b>g. Endangering Behavior</b>	
<b>h. Tobacco</b>	
<b>i. Alcohol and Controlled Substances</b>	
<b>j. Unauthorized Pets</b>	
<b>k. Weapons</b>	
<b>l. Theft or Property Damage</b>	
<b>m. Failure to Comply</b>	
<b>n. Inappropriate Use of Technology</b>	
<b>o. Violation of any Federal, State, or Local Laws and College Policy</b>	
<b>p. Abuse of the Student Conduct System</b>	
<b>VI. Disciplinary Actions</b>	<b>8</b>
<b>VII. Rights of Involved Parties</b>	<b>9</b>
<b>VIII. Interim Measures</b>	<b>10</b>
<b>IX. Student Code of Conduct Procedures</b>	<b>11</b>
<b>X. Appeal Process</b>	<b>12</b>
<b>XI. Interpretation and Revision</b>	<b>13</b>
<b>XII. Links to College Resources</b>	<b>13</b>

## **I. Introduction**

Illinois Eastern Community Colleges is committed to the personal growth, integrity, freedom of civility, respect, compassion, health and safety of its students, employees, and community. To accomplish this commitment, IECC is dedicated to providing an environment that is free from discrimination, harassment, retaliation, and harmful behavior that hinders students, employees, or community members from pursuing IECC education or services. Therefore, IECC has established the Student Code of Conduct (SCC) to communicate its expectations of students and to ensure a fair process for determining responsibility and appropriate sanctions when a student's behavior deviates from those expectations.

## **II. Definitions**

*IECC* refers to Illinois Eastern Community College District 529 and includes all property and programs of Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College, Workforce Education, and the District Office.

*Student* includes all individuals who are enrolled in courses, receiving services, are accepted for admission, or who has recently withdrawn due to the violation of the Student Code, at IECC.

*College Official* includes any individual that is employed, volunteers, or serves on the Board of Trustees at IECC.

*College community* includes all students and college officials at IECC.

*College premises or property* includes all land, buildings, facilities, vehicles, or other property that is owned, operated, or controlled by IECC. This includes the premises where college activity is occurring.

*Off-Campus College Activity* includes student to student or student to college official interaction that occurs off the college premises.

*Behavior Incident Report* is an official report of an accusation of alleged conduct that deviates from this code.

*Conduct Officer* is a college official appointed by the President to oversee the implementation of the Student Code of Conduct. Any college official that has received Conduct training may serve as a Conduct Officer.

*Student Disciplinary Committee* refers to a group of college officials appointed by the President to determine code of conduct violations.

*Appeal Authority* refers to any individual(s) authorized by the (Chief Executive Officer or President), to consider an appeal from a student conduct hearing or Student Disciplinary Committee's decision and/or the sanctions imposed.

*Shall* is used imperatively.

*May* is used permissively.

*Know*, and tenses associated with the term, refers to reasonable awareness.

*Policy* is the written rules of IECC, approved by the Board of Trustees, and can be found in the published IECC Policy Manual.

*Procedure* is the written method of implementing Policy, approved by the Cabinet, and can be found in the published IECC Procedure Manual.

*Student Handbook* is a document comprised of important and applicable information to students that is administered and maintained online by each individual campus.

*Complaint* is an alleged violation against an individual by an individual.

*Complainant* is the individual making the complaint.

*Respondent* is the individual against whom a complaint is filed.

*Preponderance of Evidence* refers to the proof necessary to show that the facts are more likely to be than not to be.

*Clear and Convincing Evidence* refers to the proof necessary to show that the facts are substantially more likely to be than not to be.

*Sanction* is the disciplinary action that is imposed on a student by IECC.

*Days* are defined as days in which the district office and the colleges are normally open to conduct business.

*Advisor* is an individual chosen by a complainant or respondent that may or may not be legal counsel.

*Written* is considered a formal means of communication and may be completed by mail or e-mail.

*Academic Record* is the formal record that IECC maintains directly related to a student's academic performance.

*Conduct Record* is the formal record that IECC maintains directly related to a student's conduct complaints and determinations.

### **III. Student Code Authority**

The Cabinet shall develop district policies for the administration of the Student Code of Conduct and the procedural rules for student conduct proceedings. The College President shall appoint a Conduct Officer (CO), Investigators and members of the Student Disciplinary Committee (SDC). The Investigators are responsible for the investigatory process of a Student Code of Conduct Violation. The CO/SDC is responsible for the interpretation of the Student Code of Conduct and the determination of sanctions against Student Code of Conduct violations. The CO shall notify students of the CO/SDC decision, provide an opportunity for discussion and appeal, and implement the determined sanctions. The President shall appoint members to the appeal authority, unless the President serves as the Conduct Officer, in which the Chief Executive Officer shall appoint members to the appeal authority.

For alleged violations involving SCC V. c. (Discrimination), the authority and responsibility of the Title IX/ADA Coordinator shall replace the Conduct Officer.

For alleged violations involving SCC V. d. (Sexual Misconduct), the authority and responsibility of the Title IX Coordinator shall replace the Conduct Officer. All alleged violations of sexual misconduct will be addressed in accordance with Policy 100.31.

#### **IV. Jurisdiction of the Student Code of Conduct**

IECC reserves the right to investigate incident reports of alleged conduct violations and impose sanctions on students who have committed an act of prohibited conduct on college property or where off-campus college activity has occurred.

Students are subject to city, state, and federal law while at IECC. The IECC Student Code of Conduct should not be equated to local, state or federal criminal codes. In the event that a student violates local, state, or federal law and the Student Code of Conduct, IECC may proceed with the Student Conduct Procedure, while criminal/civil proceedings are in progress, in order to protect the students, college officials, or the community of IECC.

IECC is a recipient of federal financial assistance, requiring the compliance of all federal regulation. Therefore, in the event of conflict between local or state and federal law, all students, college officials, and the community shall abide by the federal law on college property.

Student Conduct Code violations that also violate Title IX of the Education Amendments Act of 1972 will be referred to the IECC Title IX Coordinator and are subject to the policy and procedure identified in Preventing Sexual Misconduct Policy 100.31.

#### **V. Prohibited Conduct**

Academic Dishonesty Violations:

- i) Uses or obtains unauthorized assistance in any academic work.
  - (1) Copying from another student's exam;
  - (2) Using notes, books, electronic devices or other aids of any kind during an exam when prohibited;
  - (3) Stealing an exam or possessing a stolen copy of an exam.
- ii) Gives fraudulent assistance to another student.
  - (1) Completing graded academic activity or taking an exam for someone else;
  - (2) Giving answers to or sharing answers with another student before, during or after an exam or other graded academic activity;
  - (3) Sharing answers during an exam by using a system of signals.
- iii) Knowingly represents the work of others as his/her own, or represents previously completed academic work as current.
  - (1) Submitting a paper or other academic work for credit that includes words, ideas, data or creative work of others without acknowledging the source;
  - (2) Using another author's words without enclosing them in quotation marks, without paraphrasing them or without citing the source;
  - (3) Submitting the same paper or academic assignment to another class without the permission of the instructor.
- iv) Fabricates data in support of an academic assignment.
  - (1) Falsifying bibliographic entries;
  - (2) Submitting any academic assignment that contains falsified or fabricated data or results.
- v) Inappropriately or unethically uses technological means to gain academic advantage.
  - (1) Inappropriately or unethically acquiring material via the Internet or by any other means;
  - (2) Using any electronic or hidden devices for communication during an exam.

IECC complies with the American Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Approved accommodations are not Academic Dishonesty Violations.

Each instructor and academic support service area is authorized to establish specific guidelines consistent with this policy. Additional guidelines for Academic Honesty may appear in course syllabi.

- b) Disrespectful, Insubordinate or Disruptive Action Violation:
  - i) Indecent, loud, obstructive, or disruptive action that interferes with teaching, service delivery, administration, disciplinary proceedings or other college activities on or off college premises;
  - ii) Engaging in behavior that is specifically prohibited by faculty or staff.
- c) Discrimination Violation:
  - i) Behavior that is directed at a person because of race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category.
- d) Sexual Misconduct Violation:
  - i) Dating Violence: The term dating violence means violence committed by a person 1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and 2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - ii) Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Illinois, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Illinois.
  - iii) Sexual Assault: Any nonconsensual sexual act proscribed by Federal or State law including when the victim lacks capacity to consent, including both sexual intercourse without consent and sexual contact without consent.
    - (1) Sexual Intercourse without Consent means having or attempting to have sexual intercourse with another individual without consent as defined below. Sexual intercourse means vaginal or anal penetration, however slight, with any body part or object, or oral penetration involving mouth to genital contact.
    - (2) Sexual Contact without Consent means having sexual contact with another individual without Affirmative Consent, as defined below. Sexual contact means the touching of the person's breasts, anal, groin or genital areas, or other intimate body parts for the purpose of sexual gratification.
  - iv) Sexual Exploitation: Occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not meet the definition of sexual assault. Sexual exploitation includes prostituting another person, non-consensual visual or audio recording of sexual activity, non-consensual distribution of photos or other images of an individual's sexual activity or intimate body parts with an intent to embarrass such individual non-consensual voyeurism, knowingly transmitting HIV or a sexually

transmitted disease to another, or exposing one's genitals to another in non-consensual circumstances.

- v) **Sexual Harassment:** Sexual harassment means any unwelcome conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance, a student's educational performance, and/or creates an intimidating, hostile or offensive working or educational environment. Sexual harassment is defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational development; (2) submission to or rejection of such conduct by an individual is used as a basis for employment or education decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.
- vi) **Sexual Violence:** Physical sexual acts perpetuated against a person's will or where a person is incapable of giving consent (e.g. due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse and sexual coercion.
- vii) **Stalking:** Engaging in a course of conduct directed at a specific person that involves repeated (two or more occasions) visual or physical proximity, nonconsensual communication, or verbal, written, or implied threats, or a combination thereof, that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.
- e) **Retaliation Violation:**
  - i) Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by IECC's Policy.
- f) **Hazing Violation:**
  - i) Any act committed by a person, whether individually or in concert with others, against a student in connection with pledging, being initiated into, affiliating with, holding office in, participating in, or maintaining membership in any organization or team affiliated with any IECC college; and which is intended to have the effect of, or should reasonably be expected to have the effect of, humiliating, intimidating or demeaning the student or endangering the mental or physical health of the student. Hazing also includes soliciting, directing, aiding, or otherwise participating actively or passively in the above acts.
  - ii) Witnessing hazing taking place as a group member, affiliate, or guest;
  - iii) Participating in or being present in person or via technology in discussions where hazing is being planned.
- g) **Endangering Behavior Violation:**
  - i) Intentionally, knowingly or recklessly causing physical harm to any person;
  - ii) Threats or threatening behavior, intimidation, coercion, detainment or other conduct that threatens or endangers the health or safety of any person.

- h) Tobacco Violation:
  - i) Use of all tobacco products on all IECC property, both indoors and outdoors;
  - ii) Littering the remains of tobacco waste.
- i) Alcohol and Controlled Substance Violation:
  - i) Unlawful possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any controlled substance.

Under federal jurisdiction, the possession, sale, transfer, purchase, or use of cannabis, including medical marijuana, is unlawful. Therefore, although Illinois state legislation permits the authorized use of marijuana, the possession, sale, transfer, purchase or use of all cannabis, is prohibited on college property or on the premises where college activity is occurring.

- j) Unauthorized Pets Violation:
  - i) Allowing or keeping pets in college facilities unless authorized in writing by the College President.
    - (1) Service animals are an extension of the student and must abide by conduct policies and procedures.
    - (2) Emotional support animals are not considered service animals and are not allowed on campus.
- k) Weapons Violation:
  - i) Illegal or unauthorized possession of firearms, explosives, other weapons, or dangerous chemicals on college property or on the premises where college activity is occurring.
  - ii) For individuals with a Concealed Carry License, concealed firearms must remain within the guidelines in Policy 100.28.
- l) Theft or Property Damage:
  - i) Attempted or actual theft of and/or damage to property of the college or property of a member of the college community or personal or public property, on or off campus.
- m) Failure to Comply:
  - i) Failure to comply with directions of college officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.
- n) Inappropriate Use of Technology Violation:
  - i) Copy and forwarding, downloading, and/or uploading to the IECC network or Internet server any copyrights, trademarked, and other intellectual property without express authorization from the owner of the trademarks, copyrights or intellectual property right;
  - ii) Peer-to-peer file sharing applications on its network, including wireless network services, to transmit, exchange, or copy any music, software, or other materials which are protected by copyright or intellectual property rights;
  - iii) Accessing, emailing or web publishing of material, including text or images, determined to be obscene and/or pornographic;
  - iv) Use of technology to facilitate, engage in and/or encourage academic dishonesty;
  - v) Email distribution or web publishing of derogatory statements intended to offend other individuals, groups, or organizations or which violate IECC's anti-discrimination/harassment policy and procedures.
  - vi) Use of information technology resources in a manner that violates this Policy, any other District/College policy, and/or local, state or federal law.
  - vii) Intentionally infiltrate, or "hack," IECC or other information technology resources;

- viii) Release viruses, worms, or other programs that damage or otherwise harm IECC or other information technology resources;
- ix) Knowingly disrupt a system or interfere with another students, staff or faculty members or other authorized user's ability to use that system;
- x) Willfully damage or destroy computer hardware, software, or data belonging to IECC or its users.
- o) Violation of Federal, State or Local Laws and College Policy:
  - i) Violation of federal, state or local laws on college property or on the premises where college activity is occurring.
  - ii) Violation of college policy that is not otherwise specified in Section V. of the Student Code of Conduct.
- p) Abuse of the Student Conduct System:
  - i) Failure to obey the summons of a hearing officer or other college official;
  - ii) Falsification, distortion, or misrepresentation of information before a hearing officer/panel;
  - iii) Disruption or interference with the orderly conduct of a conduct proceeding;
  - iv) Attempting to discourage an individual's proper participation in, or use of, the conduct system;
  - v) Attempting to influence the impartiality of a hearing officer or member of a hearing panel prior to, and/or during the course of, the conduct proceeding;
  - vi) Harassment (verbal or physical) and/or intimidation of a hearing officer or member of a hearing panel prior to, during and/or after a conduct proceeding;
  - vii) Failure to comply with the sanction(s) imposed under the student conduct code;
  - viii) Influencing or attempting to influence another person to commit an abuse of the student conduct code process.

## **VI. Disciplinary Actions**

1. IECC reserves the right to impose disciplinary actions, henceforth described as sanctions, for violations of the Student Code of Conduct. Sanctions will be determined by the Conduct Officer and/or the Student Disciplinary Committee and implemented by the Conduct Officer. Sanctions may include but are not limited to:

- a. Conversation – A conversation with the student regarding the violation and steps to prevent a violation from occurring again.
- b. Warning – A written notice to the student that the student is violating or has violated the Student Code of Conduct. The Notice may include potential sanctions should the incidents continue to occur.
- c. Parental Notification – A formal notification to the student's parent or legal guardian informing them of the conduct violation.
- d. Probation – A written notice to student for the violation of the Student Code of Conduct that includes a probationary period for a specified time and the probability of progressively more severe sanctions if the student is found to violate the Student Code of Conduct during the probationary period.
- e. Loss of Privileges – Denial of specified privileges for a designated period of time.
- f. Discretionary Sanctions – Assigned service to IECC. This may include work or community service.

g. Education Sanctions – Assigned academic work to IECC. This may include reflective papers or personal biographies.

h. Involuntary Withdrawal – Administrative withdrawal from one or more classes.

i. IECC Suspension – Separation of the student from IECC for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified. Suspension may be implemented on a deferred basis (i.e. Student will be suspended if they do not complete other specified sanctions).

j. IECC Expulsion – Permanent separation of the student from IECC.

k. Revocation of Award – Revocation of a degree or certificate. This sanction may only be imposed for serious academic violations such as fraud or misrepresentation.

l. Withholding of Award – Delay of degree or certificate until the completion of the process set forth in the Student Code of Conduct, including the completion of sanctions.

m. Fine – A monetary payment to retribute damages.

2. One or more of the sanctions listed in VI.1. may be imposed for a Student Code of Conduct Violation.

3. No sanction, other than VI.1.(i)-(k), shall be made part of the student's permanent academic record. Sanctions VI.1.(i)-(k) require a Student Disciplinary Committee decision, they shall not be made by the Conduct Officer alone. All sanctions shall be made part of the student disciplinary record.

4. An Administrative Hold may be placed on a student account until the completion of the sanction.

## **VII. Rights of Involved Parties**

### **1. Complainant Rights**

a. The right to be accompanied in a conduct proceeding by an advisor of his or her own choosing.

b. The right to receive reasonable accommodations to protect safety and/or confidentiality during a conduct hearing which may include submitting an Impact Statement no later than two-business days prior to the scheduled hearing or appearing in front of the CO/SDC without the presence of the respondent.

c. The right to be kept informed of the status of proceedings throughout the process.

### **2. Respondent Rights**

a. The right to receive notification of the alleged violation and the date, time, and place of any conduct proceeding regarding the alleged violation.

b. The right to challenge the objectivity or fairness of any of the persons serving in a conduct proceeding. The decision to uphold any challenge made by the respondent rests with the CO/SDC Chair.

c. The right to introduce documents, to call witnesses, and present other evidence during a conduct proceeding. NOTE: The right to call witnesses is accompanied by the obligation to provide the name of and rationale for each witness, in writing, at least two business days in advance of a meeting or hearing to the student conduct administrator.

- d. The right to be provided access to any information that may be used at a conduct proceeding. Access will be provided to such materials in advance of a meeting/ hearing.
- e. The right to respond to the allegations. All questions or responses posed by the respondent are to be directed towards the CO/SDC Chair during proceedings.
- f. The right to not be compelled to be a witness against oneself or to have his or her silence taken as an indication of responsibility for a violation.
- g. The right to a decision of responsibility or non-responsibility based on the clear and convincing evidence and to be notified of such decision in writing.
- h. The right to be accompanied by an advisor of his or her own choosing.
- i. The right to request postponement of a disciplinary proceeding if circumstances warrant. The decision to postpone a disciplinary proceeding rests with CO/SDC Chair.
- j. The right to appeal the decision of a disciplinary proceeding in accordance with Student Code of Conduct appeal procedures.

### **VIII. Interim Measures**

IECC reserves the right to impose interim measures for alleged violations of the Student Code of Conduct that may pose a threat to any person on the college premises or impede the operations of IECC. In addition to IECC Interim Measures, College officials may contact law enforcement at any time for behavior that appears threatening to any person on college property.

1. Interim Measures for Respondents may include:

- a. Temporary Suspension
- b. Temporary separation for one or more classes
- c. Temporary restriction of access to college property

2. Interim Measure for Complainant may include:

- a. Assisting access student support services (academic support, counseling, advocacy, etc.)
- b. Changing work-study or course arrangements
- c. Other measures accessible on a case by case basis

Interim measures may only be implemented for a designated period until the final violation determination is resolved. In the event that interim measures are imposed, a student will be notified of the interim measure(s) by phone and in writing and will take effect immediately. The interim measure will remain in effect until all student conduct proceedings are completed, unless otherwise specified.

Interim measures do not replace the Student Code of Conduct Procedure, as all students have the right to a prompt and equitable procedure that incorporates due process for all involved parties.

### **IX. Student Code of Conduct Procedures**

Students are entitled prompt and equitable resolutions that ensure due process and provide the right to legal counsel at any time they are being questioned by the administration or Board of

Trustees. They shall have the right to appeal a decision made by the Conduct Officer/Student Disciplinary Committee to the Appeal Authority. Participants in this process shall not be subjected to reprisals or retaliation because of participation in the complaint process.

Any member of the college community may submit a behavior incident report documenting the alleged Student Code of Conduct violation. Incident reports shall be submitted to the Conduct Officer unless the incident pertains to discrimination and/or sexual misconduct (see below).

Complaints of alleged violations of SCC V. c. (Discrimination) shall be addressed to the Title IX/ADA Coordinator ([harll@iecc.edu](mailto:harll@iecc.edu)) and shall be resolved through the procedures identified in this section. In cases involving SCC V. c. (Discrimination) the authority and responsibility of the Title IX/ADA Coordinator shall replace the Conduct Officer.

Complaints of alleged violations of SCC V. d. (Sexual Misconduct) shall be addressed to the Title IX Coordinator ([harll@iecc.edu](mailto:harll@iecc.edu)) in accordance with Policy 100.31. In cases involving SCC V. d. (Sexual Misconduct) authority and responsibility of the Title IX Coordinator shall replace the Conduct Officer.

Procedure:

1. Once the Conduct Officer receives a Student Code of Conduct incident report, the Conduct Officer shall review the report and coordinate Conduct Investigators to investigate the alleged conduct violation. Violation determinations shall be made by the Conduct Officer or deferred to the Student Disciplinary Committee.

2. All investigations shall be fair and prompt, and shall be administered in accordance with local, state, and federal law and IECC policy. Investigations shall include the review of involved parties' conduct history, an equal opportunity for interview and response to the respondent and the complainant, witness interviews, and any other pertinent information to the case. The clear and convincing evidence standard shall be used to determine the outcome of the allegation.

a. Notice to Respondent/Complainant of Allegations: The Conduct Officer shall contact the respondent and complainant (if applicable) with the following information:

- i. The respondent's name
- ii. The complainant (unless determined confidential)
- iii. A brief description of the alleged conduct violation
- iv. The investigatory process that will follow, including the dates and times of investigative and conduct hearings.

b. Due Process Rights during the investigative process:

- a. The respondent and complainant will each be afforded the right to present information and witness relevant to his or her case.
- b. When the respondent and complainant are requested to appear at an investigatory meeting or conduct hearing, he or she may be accompanied by an advisor.

c. Report of Investigation:

- a. At the conclusion of the investigation, the Conduct Investigator shall prepare a thorough report outlining the complaint, investigation conducted and relevant evidence, the investigators conclusions and explanation for the Conduct Officer/Student Disciplinary Committee.

b. The CO/SDC shall determine whether a violation occurred and the appropriate sanctions.

3. If the CO/SDC determines that the Student Code of Conduct has been violated, the Conduct Officer will present the Student Code of Conduct Notice of Decision for violation and the sanctions to the respondent and complainant, in written form, within 10 days upon receipt of the decision. The written notification shall include the decision, the sanctions imposed, an opportunity to schedule a meeting to discuss the decision, and a brief explanation of the appeal process with both parties.

4. If the CO/SDC determines that the Student Code of Conduct has not been violated, the Conduct Officer will present the Student Code of Conduct Notice of Decision for non-violation to the respondent and complainant, in written form, within 10 days upon receipt of the decision. The written notification shall include the decision, an opportunity to schedule a meeting to discuss the decision, and a brief explanation of the appeal process with both parties.

### **X. Appeal Process**

Students (complainant or respondent) who wish to appeal the decision administered by the Conduct Officer at the conclusion of a formal investigation must submit a written request for appeal to the College President within 5 business days after the Notice of Decision has been sent. In the event a student does not appeal within the required 5 day period, the Notice of Decision will be final.

The appeal request must be made on the basis of one or more of the following reasons:

1. Procedural error was committed.
2. Evidence of discrimination during the investigatory or hearing process.
3. Evidence not offered during the investigation is now available. In such cases, the new evidence must be described in the written request.
4. The sanction imposed is lenient, excessive or otherwise inappropriate.

Procedure:

1. The appeal request shall be filed with the College President (or the Chief Executive Officer if the College President serves as the Conduct Officer). The President shall review the report and coordinate the Appeal Authority (AA). The Appeal Authority shall review the original case and all additional evidence, and provide an equal number of interviews to the respondent and the complainant, witness interview, and any other pertinent information to the case. The AA shall determine the outcome of the allegation. The AA determined outcome and recommended sanction shall be reported, in written form, to the College President within a reasonable time period.

2. The President shall render a written AA Notice of Decision to the respondent and complainant, within a reasonable time period upon receipt of the decision. The AA Notice of Decision shall include the decision, the sanctions imposed (if applicable), an opportunity to schedule a meeting to discuss the decision, and a brief explanation of the appeal process with both parties.

3. If the AA determines that there has not been a conduct violation, IECC will repeal any invoked sanctions. If coursework was missed as a direct result of prior sanctions, appropriate action will be taken to assist the student in completing the course.

4. If the AA determines that there has been a conduct violation, the conduct and sanctions are final.

## **XI. Interpretation and Revision**

Questions of interpretation or application of the Student Code of Conduct shall be referred to the Chief Academic Officer or the Program Director of Grants and Compliance for final determination.

The Student Code of Conduct shall be reviewed biennially, at a minimum, to determine relevancy, applicability, equity, and fairness by the Cabinet. Amendments to SCC I – SCC VIII; SCC XI shall require approval by the Cabinet and the Board of Trustees. Revisions to SCC IX and SCC X shall require approval by the Cabinet.

## **XII. College Resources**

A student can obtain a copy of the Student Code of Conduct in the Online Student Handbook or by visiting the Student Services Office. Additional IECC policies are available by request at the Student Services Office.

Information on Campus Safety:

[iecc.edu/safety](http://iecc.edu/safety)

Information on Sexual Misconduct:

[iecc.edu/titleix](http://iecc.edu/titleix)

Information on Nondiscrimination:

[iecc.edu/nondiscrimination](http://iecc.edu/nondiscrimination)

Title IX Coordinator Contact Information:

Luke Harl

320 East North Avenue

Noble, IL 62868

618-879-9460

[harll@iecc.edu](mailto:harll@iecc.edu)

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Technology Plan**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Technology Plan 2020-2022

Attached is the Technology Plan for FY 2020-2022.

The Technology Plan is grouped into the categories of administrative systems, academic technology, and technology infrastructure and budgets expenditures of \$575,000 each fiscal year for a total three year expenditure of \$1,725,000.

Major initiatives in fiscal year 2020 include:

- Upgrade the Banner software and work with consultants to improve online registration and advising. This project complements the Olney Central College Title 3 grant advising initiative.
- Implement the Microsoft Office 365 suite for students and employees.
- Support the Canvas learning management system and ARC video capture system to provide a robust online learning environment.
- Pilot the Respondus Lockdown Browser system to ensure online academic integrity.
- Upgrade technology infrastructure throughout the district.
- Hosting fees to support the website redesign project.

I ask the Board's approval of the Technology Plan for Fiscal Years 2020-2022.

TLB/rs

Attachment



Illinois Eastern Community Colleges

# Technology Plan 2020-2022

Frontier Community College – Fairfield, Illinois

Lincoln Trail College – Robinson, Illinois

Olney Central College - Olney, Illinois

Wabash Valley College – Mt. Carmel, Illinois

## TABLE OF CONTENTS

Technology Committee	1
Information Technology Staff	1
Mission Statement	2
Executive Summary	3
Technology Vision	3
Fiscal Year 2019 Technology Plan Accomplishments	
Administrative Systems	4
Academic Technology	4
Technology Infrastructure	4
Three Year Technology Goals and Activities	5
Administrative Systems	5
Academic Technology	6
Technology Infrastructure	6
Budget	8

## TECHNOLOGY COMMITTEE MEMBERS

The IECC staff and students wish to express a special thank you to the Technology Committee members and the technology staff

Alex Cline, DO  
Jay Edgren, FCC  
Matt Fowler, WVC  
Ryan Gower, LTC  
Ryan Hawkins, DO  
Holly Martin, DO  
Travis Matthews, LTC  
Rodney Ranes, OCC  
Kristi Urfer, OCC/DO  
Brandon Weger, DO

## INFORMATION TECHNOLOGY STAFF

IECC is fortunate to have skilled and dedicated professionals to support the technology needs of the district. These employees do an excellent job of implementing technology solutions in support of IECC's mission.

### District Office

Cris Costantino, Research Data Analyst  
Jeff Gumbel, Coordinator of Web/Online Learning Services  
Carrie Hallam, Part-Time IT Trainer/Support  
Cameron, Percy, Computer Technician  
Bill Rude, Technology Systems Specialist  
Paul Tait, Systems Administrator  
Dave Wingert, IT Technician  
Jay Zwilling, Systems Administrator

### FCC

Terry Chrtt, IT Technician

### LTC

Tristan Caparas, IT Technician

### OCC

Allen Simpson, IT Technician

### WVC

Bobby Moyes, IT Technician

Submitted to Cabinet:

Submitted to Board of Trustees:

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT No. 529**

**MISSION**

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

Purposes

The District is committed to high academic standards for pre-baccalaureate, career and technical education that sustain and advance excellence in learning. The mission is achieved through a variety of programs and services that include, but are not limited to:

- educational programs, including pre-baccalaureate, career and technical degrees and certificates that prepare a diverse student body for transfer to a four-year institution of higher education or entry into a multicultural global workplace;
- program, course and institutional goals that have identifiable and measurable learning outcomes that are clearly understood by students;
- utilization of resource-sharing partnerships to expand, retrain, and strengthen the industrial base of southeastern Illinois;
- development of partnerships with pre-K through high schools allowing for the smooth transition and progression of students through lifelong learning;
- academic programs and institutional services that are reviewed and revised on a scheduled time frame with a focus on accountability relative to planning, student and program assessment, and learning outcomes;
- adult and continuing education designed to meet the immediate and long-term needs of the residents in the District;
- programs in remedial education, which assist District residents in attaining skills and abilities needed to enter and complete college-level programs;
- student advisement, counseling, and placement services for the purpose of assisting students in choosing a program of study, transferring to a four-year institution, entering employment, or completing certificate or course goals;
- curricula and services that are developed and updated, as necessary, to meet both short- and long-term needs of the residents of the District;
- community education and community service activities that provide a cultural and intellectual resource center for the area as well as identifying and honoring multiculturalism and diversity within our communities;
- professional enrichment and growth experiences for college, faculty, administrators, and staff which will improve and enhance instruction and service; and,
- resources, facilities, staff, and equipment to support all program and service components of the college.

## TECHNOLOGY PLAN FY 2020-2022

### EXECUTIVE SUMMARY

With the support and commitment of the Board of Trustees, staff, faculty and administration, IECC continues to improve the technological resources available throughout the district. The FY 2020 – FY 2022 Technology Plan serves as a review of FY 2019 technology projects and outlines current and future technological needs. The goal of the plan is to improve technological services for faculty, staff, and students within the projected budget.

A Technology Committee comprised of employees throughout the IECC District provided input and guidance for the plan. This Committee identified technological resources needed to better serve the citizens of District 529 and developed a Technology Plan that:

- is supported by the four colleges, workforce education, and district office and includes their full commitment to the implementation of the adopted plan.
- is cost-effective, with regard given to present and anticipated financial resources.
- is developed with input from key officers from each college and the district office with full consideration given to the American Disabilities Act and the need to accommodate access for the physically challenged.
- ensures investments in technologies that will provide a sound, reliable infrastructure.
- focuses on major technology needs outside of the normal operating budget and grant funds.

The Technology Committee gathered input from the Strategic Plan, employee and student satisfaction surveys, and college focus groups to better understand technology requirements.

### TECHNOLOGY VISION AND MISSION FOR ILLINOIS EASTERN COMMUNITY COLLEGES

IECC has actively built a substantial technology foundation rapidly adopting a significant amount of technology. The district must continue to upgrade technology in order to maximize the educational benefits to the citizens of District 529.

Technology changes on a regular basis; therefore, the Technology Plan is a “living” document that will be updated on an annual basis. The plan is a blueprint for tomorrow that sets forth IECC’s information technology vision, strategic directions, and action plans for achieving the empowerment of the district’s community through information technology.

The vision of IECC’s Technology Plan is to create a sustainable environment that integrates technology into the framework of the institution and provides our students, faculty and staff with the information, tools and services where and when needed.

The mission of the Information Technology Plan is to provide secure, reliable and accessible technology services in support of the overall mission of Illinois Eastern Community Colleges.

## FISCAL YEAR 2019 TECHNOLOGY PLAN ACCOMPLISHMENTS

Below are status updates for the 2019 Technology Plan projects.

### STATUS UPDATE

#### Administrative Systems

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Banner System Upgrades and Consulting	<b>In Process</b>	Purchased Banner consulting to improve system performance and to upgrade document management system.
Emergency Notification System	<b>✓ Completed</b>	Purchased the Regroup emergency notification system.
Office 365 Implementation	<b>In Process</b>	Contracted with Keller Schroeder to assist with Microsoft Azure Active Directory and Office 365 conversion. Employees and students have been migrated and we are setting up access to applications. Currently evaluating data security procedures.
Expand and Improve Data Analytics	<b>In Process</b>	Purchased a portion of the Campus Labs consulting to perform Banner to Campus Labs data integration.

#### Academic Technology

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Computer Software Licenses	<b>✓ Completed</b>	Purchased the following District-wide software licenses: Microsoft Desktop/Server licenses, Antivirus, Deepfreeze, Backup Exec, Zoom Video Conferencing, and D2L.
Canvas Migration	<b>✓ Completed</b>	Purchased services to convert online courses from D2L to Canvas learning management system.
Online Software Subscriptions	<b>✓ Completed</b>	Purchased district-wide LRC software subscriptions were also purchased: American History, World History, World News, Issues and Controversies, Today's Science, Literary Reference Center, Small

		Business Reference Center, and Access Science.
Computer Display Units and Video Conferencing	✓ <b>Completed</b>	Purchased TVs/projectors to upgrade classroom technology.
Program-Specific Academic Technology	✓ <b>Completed</b>	Purchased technology equipment and software based on campus needs. Purchases included computers, display TVs and software.

### Infrastructure

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Network Equipment and Consulting	✓ <b>Completed</b>	Upgraded network firewalls at all 4 Colleges and the District Office
Network Servers and Storage	✓ <b>Completed</b>	Purchased additional virtual server host, VMWare software and backup software.

## **TECHNOLOGY GOALS AND ACTIVITIES**

### **FY 2020 – FY 2022**

The improvements and recommendations established through the Technology Plan are listed below as goals in the areas of administrative systems, academic success, and infrastructure. The goals and activities of the Technology Plan are not a wish list, but represent the cost for improvements, upgrades and maintenance necessary to provide the technological resources required by the IECC district. These projects represent technology needs outside the normal operating budget and grant funds.

#### **GOAL 1: MAINTAIN AND UPGRADE SYSTEMS IN SUPPORT OF ADMINISTRATIVE OPERATIONS**

**Activity 1:** Upgrade the hardware and software that supports Banner, the centralized administrative software system. This system contains the core information required for day-to-day operations at IECC including financials, human resources, student records, and financial aid. Additional software demands from Banner upgrades, web access, online reporting, and imaging system access require additional computing capacity. Training is also required to help employees utilize system functionality and increase efficiency.

(Strategic Plan goal 2, strategy 5, objective 3)

**Activity 2:** Purchase annual subscription for emergency notification system that can send text and voice messages to cell phones. Students are much more responsive to text messages so we will expand the system to allow more targeted and individual student communications.

(Strategic Plan goal 1, strategy 3, objective 1)

**Activity 3:** Expand cyber security systems and consulting to ensure data security and regulation compliance.

##### Projects

- A. Purchase security consulting and vulnerability assessments.
- B. Implement technology and training recommended to improve security.

**Activity 4:** Implement Office 365 and migrate user data storage and email to the Azure Cloud.

##### Projects

- A. Implement One Drive for user storage.
- B. Migrate Exchange email to Office 365.
- C. Implement SharePoint for shared file storage.
- D. Continue to implement other Office 365 applications.

#### **GOAL 2: PROVIDE TECHNICAL RESOURCES TO SUPPORT ACADEMIC SUCCESS**

**Activity 1:** Purchase software applications such as the online learning management system, video conferencing, Microsoft Office 365 Education subscription, Microsoft Windows Servers and antivirus software. These applications are accessible to all students and employees throughout the district. As with all areas of technology, software applications change rapidly. IECC must teach and use the most current software applications to give both students and employees the tools needed to compete in today's marketplace.

**Activity 2:** Purchase online software subscriptions. Many research materials are now available online and are accessible by purchasing annual software subscriptions. Purchasing access to the online materials as a district provides district-wide access to the information and takes advantage of

quantity discounts.

**Activity 3:** Purchase technology needed to support the program-specific academic areas. Purchases from this line item will be based on the Advanced Technology Grant guidelines and left to the discretion of the CEO, CFO, Director of IT, College Presidents, and College Deans. The distribution will be: FCC: \$30,000, LTC: \$30,000, OCC: \$30,000, WVC: \$30,000, WE: \$10,000.

**Activity 4:** Purchase classroom equipment to support computer displays and video conferencing. (Strategic Plan goal 2, strategy 3, objective 5)

**Activity 5:** Purchase the Respondus Lockdown Browser test monitor software to secure testing within the Canvas online learning management system. This system will provide a tool to ensure academic integrity for online course delivery. (Strategic Plan goal 1, strategy 1, objective 4)

### **GOAL 3: MAINTAIN AND UPGRADE THE DISTRICT'S TECHNOLOGY INFRASTRUCTURE**

**Activity 1:** Upgrade the existing wired and wireless network equipment and bandwidth. Increases in both instructional and administrative network applications drive the need for faster network and additional wireless access; therefore, we must annually upgrade the networking equipment to accommodate the demands. (Strategic Plan goal 1, strategy 2, objectives 1 & 2)

**Activity 2:** Upgrade network servers and data storage equipment to support various applications throughout the district. Continue to evaluate cloud-based storage and server options.

**Activity 3:** Upgrade battery backup and surge protection systems throughout the district.

**Activity 4:** Replace computers that no longer meet minimum requirements. The lifecycle of a computer ranges from three to five years depending on application requirements. A line item to ensure the replacement of outdated computers is critical.

**Activity 5:** Upgrade the district-wide video surveillance system cameras and storage.

# Technology Projects

FY 2020 - 2022

## Administrative Systems

<u>Description</u>	<u>Link to Strategic Plan</u>			<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>TOTALS</u>
	<u>Goal</u>	<u>Objective</u>	<u>Strategy</u>				
1 Banner Upgrades	2	5	3	\$35,000	\$20,000	\$20,000	\$75,000
3 Emergency Notification System and Texting	1	3	1	\$5,000	\$5,000	\$5,000	\$15,000
4 Data Security Assessment and Scanning				\$20,000	\$20,000	\$20,000	\$60,000
5 Office 365 Implementation (administrative/academic)				\$5,000			\$5,000
<b>Administrative Systems Totals</b>				<b>\$65,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$155,000</b>

## Academic Technology

1 Computer Software Licenses				\$165,000	\$175,000	\$175,000	\$515,000
2 Online Software Subscriptions				\$20,000	\$20,000	\$20,000	\$60,000
3 Program-Specific Academic Technology				\$130,000	\$130,000	\$130,000	\$390,000
4 Computer Display Units & Video Conferencing	2	3	5	\$10,000	\$10,000	\$10,000	\$30,000
Improve Online Student Academic Integrity Systems	1	1	4	\$10,000	\$10,000	\$10,000	\$30,000
<b>Academic Technology Totals</b>				<b>\$335,000</b>	<b>\$345,000</b>	<b>\$345,000</b>	<b>\$1,025,000</b>

## Infrastructure

1 Network Equipment and Consulting	1	4	1& 2	\$20,000	\$25,000	\$25,000	\$70,000
2 Network Servers and Storage				\$20,000	\$20,000	\$20,000	\$60,000
3 Network Power Backup and Surge Protection				\$5,000	\$5,000	\$5,000	\$15,000
4 Computer Replacements				\$120,000	\$120,000	\$120,000	\$360,000
5 Surveillance System Upgrades				\$10,000	\$15,000	\$15,000	\$40,000
<b>Infrastructure Totals</b>				<b>\$175,000</b>	<b>\$185,000</b>	<b>\$185,000</b>	<b>\$545,000</b>
<b>Totals</b>				<b>\$575,000</b>	<b>\$575,000</b>	<b>\$575,000</b>	<b>\$1,725,000</b>

**Agenda Item #8B**

**Distance Delivery Plan**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Distance Delivery Education Plan 2019

The Distance Delivery Education Plan provides the institutional strategy and structure to support and promote district-wide distance delivery opportunities and the plan outlines the required procedures, training, and support to assist faculty with distance delivery courses and program development.

Distance-delivered education at Illinois Eastern Community Colleges involves any formal approach to student learning in which the majority of instruction occurs while the instructors and learners interact synchronously or asynchronously online. IECC provides academic and learning resources, student support services, and technical and administrative support for all forms of distance-delivered programs and courses.

The 2018 Distance Delivery Education Plan has been updated and revised to continue to effectively respond to the needs of the students and communities we serve. The Distance Delivery Education Plan has been sent to the Board electronically.

I ask the Board's approval of the 2019 Distance Delivery Education Plan.

TLB/rs

**Agenda Item #8C**  
**Emergency Response Plans**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Emergency Response Plans 2019

Pursuant to the Campus Security Enhancement Act of 2008, each of the four IECC colleges annually review and update their Campus Emergency Plans to provide an organized plan to facilitate the safety of their students, faculty and staff. The plans outline each of the college's procedures for managing major emergencies and incidents that may threaten the health, safety and welfare of the campus community or disrupt its programs and activities.

The Emergency Response Plans for 2019 are compliant with both the Illinois Emergency Management Agency Act and the National Incident Management System (NIMS). The Emergency Response Plans are used as a guideline in conjunction with IECC policies, the Violence Prevention Plan, and established emergency procedures. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at [www.iecc.edu/emergency](http://www.iecc.edu/emergency) giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency.

Additionally, colleges must test their emergency response and evaluation procedures annually. The colleges have completed or scheduled the following drills in 2019-20 to meet this requirement.

FCC	ShakeOut Earthquake Drill	October 17, 2019
	Active Shooter Drill	November 15, 2019
	Fire Alarm Test	April 15, 2020
LTC	Active Shooter Drill – Faculty/Staff	August 8, 2019
	Active Shooter Drill – Students	August 14, 2019
	Great American Shakeout	October 17, 2019
OCC	Emergency Plan Review & Tabletop Exercise with Faculty & Staff	January 2, 2019
	“Stop the Bleed” Training for Staff	March 5, 2019
	Active Shooter Drill	August 8, 2019
	“Stop the Bleed” Training – Faculty/Staff	August 8, 2019
WVC	Fire Drill	June 7, 2019
	Earthquake Drill	October 17, 2019

The Emergency Response Plans were sent electronically to the Board. I recommend the Board's approval of each of the Emergency Response Plans.

TLB/rs

**Agenda Item #8D**  
**Violence Prevention Plan**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Violence Prevention Plan

In accordance with the Campus Security Enhancement Act of 2008, Illinois Eastern Community Colleges maintains a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the utilization of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office.

Illinois Eastern Community Colleges is committed to ensuring the safety and security of its students, faculty, staff and visitors. The Violence Prevention Plan continues to provide guidelines which specifically address IECC's position on the prevention, reduction, and management of violence and addresses institutional responsibilities in the areas of educational awareness programs, reporting, and investigative guidelines.

The IECC Board of Trustees recognizes the importance of a college environment which is safe and free of crime. As outlined in the District's Campus Safety and Security Policy (500.17), Illinois Eastern Community Colleges prohibits any form of violence and appropriate disciplinary action will be enforced. Illinois Eastern continues to monitor and cooperate with law enforcement agencies in an effort to keep students and employees apprised of reported crimes and arrests of students and employees which occur in the community that may impact the safety of students and employees.

The focus of the Violence Prevention Plan is prevention. The Cabinet will continue to oversee and implement the Violence Prevention Plan. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The Violence Prevention Plan has been updated to reflect current contact information and TABIT team members. The updated plan has been sent electronically to the Board and will be available to all IECC employees on the Intranet.

I recommend the Board's approval of the updated IECC Violence Prevention Plan.

TLB/rs

**Agenda Item #8E**

**CAISA and SAFE Memoranda of Understanding**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 19, 2018  
RE: Memoranda of Understanding

As required by Title IX, and referenced in IECC Policy 100.31, we must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services.

IECC wishes to enter into memorandums of understanding with:

Counseling & Information for Sexual Assault/Abuse (CAISA), a not-for-profit corporation, Charleston, Illinois for services at Lincoln Trail College, Olney Central College, and Wabash Valley College.

Sexual Assault and Family Emergencies (SAFE) a not-for-profit corporation, Vandalia, Illinois for services at Frontier Community College.

I ask the Board's approval of these Memoranda of Understanding.

TLB/rs

Attachment

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNSELING & INFORMATION FOR SEXUAL ASSAULT/ABUSE  
and  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Counseling & Information for Sexual Assault/Abuse (herein after called CAISA) a not-for-profit corporation, with primary offices located at 10499 N. State Highway 1 Robinson, Illinois 62454 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2019 through July 31, 2020. Said parties respectively do hereby agree as follows:

**Section I: Definitions**

**Survivor:** a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

**Confidential Advisor:** a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

**Comprehensive Policy:** a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

**Section II: Description of Services**

All services to survivors, provided by CAISA will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of CAISA (when necessary) and information on protective orders. CAISA will provide this service in a manner that protects the student's privacy and rights under the law. Note: CAISA does not directly provide services for domestic violence; however, CAISA will refer any survivors of such to the appropriate community-based domestic violence support agency.

**Section III: CAISA Services and Responsibilities**

1. A CAISA advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call

to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24 hour CAISA hotline. Upon receiving a request for CAISA services through the hotline a call is made to the CAISA advocate on call. Upon receiving the call the CAISA advocate will respond to the request over the phone within 15 minutes.

2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 6 county area CAISA serves the CAISA advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. CAISA will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact CAISA in addition to CAISA services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

#### **Section IV: The Institution's Services and Responsibilities**

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of CAISA hotline number and how to call immediately for assistance. CAISA will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide CAISA with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures,

accommodations, complaint resolution procedures and Title IX Coordinator contact information.

3. Provide CAISA with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing CAISA to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

### **Section V: Additional Considerations**

Both the Institution and CAISA will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors, and be in a position to make decisions should there be a question about policy, procedure or clarification regarding the roles of CAISA or the Institution.

The Liaison for the Institution is:

Name: Luke Harl  
Title: Program Director of Grants & Compliance  
Phone: 618-393-7508  
Email: [harll@iecc.edu](mailto:harll@iecc.edu)

The Liaison for CAISA is:

Name: Mickie Owens  
Title: CAISA Advocate  
Phone: 618-544-9379  
Email: [mickie.caisa@sacis.org](mailto:mickie.caisa@sacis.org)

### **Agreed:**

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEXUAL ASSAULT AND FAMILY EMERGENCIES  
and  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2019 through July 31, 2020. Said parties respectively do hereby agree as follows:

**Section I: Definitions**

**Survivor:** a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

**Confidential Advisor:** a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

**Comprehensive Policy:** a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

**Section II: Description of Services**

All services to survivors, provided by SAFE will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of SAFE (when necessary) and information on protective orders. SAFE will provide this service in a manner that protects the student's privacy and rights under the law. Note: SAFE does not directly provide services for domestic violence; however, SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

**Section III: SAFE Services and Responsibilities**

8. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24 hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call the SAFE advocate will respond to the request over the phone within 15 minutes.

9. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
10. If the student is within the 11 county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
11. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
12. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
13. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
14. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

#### **Section IV: The Institution's Services and Responsibilities**

Regarding linkage to crisis intervention services for student survivors, the Institution will:

6. Ensure students have knowledge of SAFE hotline number and how to call immediately for assistance. SAFE will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
7. Provide SAFE with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
8. Provide SAFE with information on campus support services such as counseling and onsite medical services, if applicable.
9. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing SAFE to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.

10. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

**Section V: Additional Considerations**

Both the Institution and SAFE will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors, and be in a position to make decisions should there be a question about policy, procedure or clarification regarding the roles of SAFE or the Institution.

The Liaison for the Institution is:

Name: Luke Harl  
Title: Program Director of Grants & Compliance  
Phone: 618-393-3491  
Email: [harll@iecc.edu](mailto:harll@iecc.edu)

The Liaison for SAFE is:

Name: Cyndi Addison  
Title: SAFE Advocate  
Phone: 618-244-9330  
Email: [fayetteinter@yahoo.com](mailto:fayetteinter@yahoo.com)

**Agreed:**

SAFE	Institution
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

**Agenda Item #8F**

**Renewal of Property, Casualty & Liability Insurance Coverage**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2019

RE: Renewal of Property, Casualty, and Liability Insurance Coverage

The District's insurance coverage for property, casualty, and liability is due July 1, 2019. The administration has been in ongoing discussions with the District's carrier concerning the new premiums' cost.

The District's current premium is \$418,919. The proposed new premium will be approximately \$376,520.

The coverages include property, commercial general liability, college board legal and employment practices as well as errors and omissions, commercial automobile, commercial liability, worker's compensation, student professional liability, fiduciary liability, cyber liability, international coverage and student accident and death.

I ask the Board to accept the insurance coverage proposal.

TLB/akb

**Agenda Item #8G**

**FY2020 Budget Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Fiscal Year 2020 Budget Resolution

The Board is required to establish a budget for each fiscal year. The attached Budget Resolution is submitted to the Board for its approval.

The Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for September 17 at Olney Central College, and states that the budget will be adopted by the Board on September 17, 2019, following the hearing.

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

TLB/akb

Attachment

**BOARD OF TRUSTEES  
RESOLUTION  
BUDGET FISCAL YEAR 2020**

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2020 fiscal year:

1. Date of Fiscal Year: July 1, 2019 – June 30, 2020.
2. Publication of Notice of Public Hearing on Budget: On or before August 7, 2019.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 7, 2019.
4. Mailing Tentative Budget to Board of Trustees: August 7, 2019.
5. Public Hearing on Budget: September 17, 2019, at the hour of 7:00 p.m. local time, Olney Central College, 305 N. West Street, Olney, IL 62450.
6. Adoption of Budget: September 17, 2019, following the Public Hearing.

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

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
June 18, 2019  
Date

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
June 18, 2019  
Date

**Agenda Item #8H**

**RAMP 2021**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 18, 2019

RE: RAMP FY2021

On June 1, 2019, the Illinois Legislature passed HB 62 and SB 262. IECC received specific appropriation for its existing Resource Allocation and Management Plan (RAMP) in each of these bills. The Governor is expected to sign both pieces of legislation. The projects as previously listed have been appropriated for and are no longer required to be in the District RAMP. These projects have received an appropriation:

1. Frontier Community College – Student Education and Support Center: \$2,642,900
2. Lincoln Trail College – Center for Technology: \$8,370,000
3. Olney Central College – Applied Technology Center: \$2,307,300
2. Wabash Valley College – Student Support Expansion: \$4,460,000

The District's RAMP has been developed to target necessary improvements to restrooms located on the District campuses by renovating existing restroom space to bring them into compliance with the Americans with Disabilities Act. The project name for Fiscal Year 2021 is:

Illinois Eastern Community Colleges District #529

Project Name: ADA Improvements to Public Restrooms & Other Capital Improvements

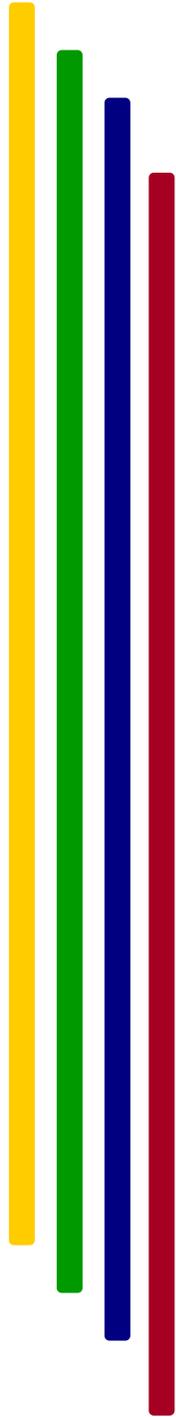
District Priority No.: 1 of 1

Total Building Budget: \$5,390,800

The RAMP is due to the Illinois Community College Board by July 1, 2019. I recommend the approval of the RAMP Fiscal Year 2021 documents so that it may be submitted to the Illinois Community College Board for consideration in future capital funding.

TLB/akb

Attachment



**RESOURCE**

**ALLOCATION AND**

**MANAGEMENT**

**PLAN**

# ILLINOIS EASTERN COMMUNITY COLLEGES

Fiscal Year 2021

Frontier & Lincoln Trail & Olney Central & Wabash Valley

## COMMUNITY COLLEGE CONTACT FOR FURTHER INFORMATION

Occasionally it is necessary to contact the individual(s) responsible for completing the Capital RAMP tables in order to reconcile discrepancies or to obtain further information to clarify requested project(s). Please list the person responsible for the Capital RAMP submission in the space provided below who should be contacted for follow up inquiries. The individual below will be the person ICCB contacts to answer questions concerning the Capital RAMP requests.

Community College District Illinois Eastern Community Colleges #529

Budget Year Request FY 2021

Capital RAMP Contact Person Ryan Hawkins

Telephone Number 618-393-2982, Ext. 5545

**ONE FORM ONLY**

**TABLE 1  
FISCAL YEAR 2021 CAPITAL PROJECT REQUEST**

DISTRICT/COLLEGE: ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

PROJECT NAME AND/OR DESCRIPTION ADA Improvements to Public Restrooms and Other Capital Improvements

DISTRICT PRIORITY NUMBER 1 OUT OF 1

**Check one:**

**Check one:**

NEW FACILITIES CONSTRUCTION/ACQUISITION \_\_\_\_\_ (Complete Table 2)

NEW REQUEST X

REMODELING/REHABILITATION PROJECT X (Complete Table 2)

REQUESTED PREVIOUSLY \_\_\_\_\_

OTHER \_\_\_\_\_ (Complete Table 2 or provide additional information per instructions)

*Dollars rounded to the nearest hundred (for example and per instructions enter \$1,456,789 as \$1,456.8)*

PROJECT CATEGORIES*	PRIOR YEARS FUNDING*			CURRENT REQUEST FY			BEYOND CURRENT YEAR*			TOTAL PROJECT COST		
	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST
BLDGS, ADDITIONS, AND/OR STRUCTURES												
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION				4,043.1	1,347.7	5,390.8				4,043.1	1,347.7	5,390.8
SITE IMPROVEMENTS												
PLANNING												
TOTAL				4,043.1	1,347.7	5,390.8				4,043.1	1,347.7	5,390.8

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

TOTAL PROJECT REQUEST (CURRENT YEAR) \$ 5,391

TOTAL COMPLETED PROJECT COST \$ 5,391

DESIRED PROJECT START DATE 6/1/2020

ESTIMATED COMPLETION DATE 6/1/2021

ESTIMATED OCCUPANCY DATE 6/1/2021

ESTIMATED ANNUAL OPERATING COST \$

**MATCHING CONTRIBUTION** \$

(See item 10 in Section I of this Manual)

**LOCAL FINANCING SOURCE**

AVAILABLE FUND BALANCE \$

ICCB CONSTRUCTION CREDITS \$ (if any)

DEBT ISSUE \$

DATE OF APPROVAL: \_\_\_\_\_

OTHER (please specify) \$ 1,348

Bond Proceeds & Local Resources

TOTAL \$ 1,348

**COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED**

**TABLE 2  
FY 2021 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE**

		PART A			PART B	
		NET ASSIGNABLE SQUARE FOOTAGE SUMMARY			ACREAGE SUMMARY (Land Acquisition)	Number of Acres Requested in Budget Year
		REQUEST FOR NEW FACILITIES	REDISTRIBUTION OF NASF SPACE			
<u>Space Type</u>	<u>FICM Codes</u>	<u>Net Assignable Square Feet (NASF)</u>	<u>Space Prior to Remodeling</u>	<u>Space After Remodeling</u>	1 Landscaped Ground	
Classrooms	110 thru 115				2 Physical Education and Athletic Fields	
Laboratory	210 thru 255				3 Buildings and Attached Structures	
Office	310 thru 355				4 Experimental Plots	
Study	410 thru 455				5 Other Instructional Areas	
Special Use	510 thru 590				6 Parking Lots	
<i>General Use:</i>					7 Roadways	
Assembly and Exhibition	610 thru 625				8 Pond Retention and Drainage	
Other General Use	630 thru 685				9 Other (specify)	
Support Facilities	710 thru 765				Total Assigned Area	
Health Care	810 thru 895				Currently Unassigned	
Unclassified	X03	17,500	17,500	17,500	Total Acres	
<b>TOTAL NASF #</b>		17,500	17,500	17,500		
<b>TOTAL GSF* #</b>						

\*Gross Square Feet

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

**TABLE 3  
FY 2021 BUILDING BUDGET ESTIMATION FORM**

**District/College** ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529  
**Location** FAIRFIELD, ROBINSON, OLNEY, AND MOUNT CARMEL, IL  
**Project Name** ADA Improvements to Public Restrooms and Other Capital Improvements

(cost column rounded to the nearest hundred)

Space Type	NASF	Multiplier Factor	GSF	\$/GSF	Cost
<i>input field</i> Building Service Area - X03	<i>input field</i> 17500	<i>input field</i> 1	<i>formula field</i> 17500	<i>input field</i> 225	\$3,937.5
1. Base Total	17500		17500		\$3,937.5
2. Added Costs (sum of added cost components identified separately below)					\$236.3
LEED design cost up to 6% of line 1					\$236.3
Green Building Design/LEED Certification Level _____ (Silver, Gold , Platinum)					
Other added costs:					
3. Base Cost	17500		17500		\$4,173.8

4. Escalation (estimate of cost increase from the time of appropriation to the bid date  
 --assumes appropriation is received at July 1, 2018). 133.6  
 Expected Bid Date: July 1, 2020 Number of Months to Bid Date: 12  
 Annual Percentage (Allowable per annum inflation) from regional rate tables 0.032  
**(Enter annual rate as a decimal in cell J35; i.e. 3.2% as .032)**  
 (inflation rate and number of months to bid are estimates and for purposes of calculating  
 estimated costs will be standardized at 12 months to bid)
5. Escalated Building Budget (Line 3 plus Line 4) \$4,307.3
6. Escalated Building Budget  
 Plus 10% Contingency (Line 5 multiplied by 1.10) \$4,738.0
7. Adds:
- a. A/E Fees 0.08 % (use rate in E45 unless justification for another rate) \$379.0
- b. On-Site Observation  
 Number of Months \_\_\_\_\_ Days per Week \_\_\_\_\_
- c. Reimbursable Expenses
- d. Art in Architecture  
 one-half of one percent (Multiply Line 6 by .005) \$23.7
- e. Other Adds \_Asbestos\_\_\_\_\_ (ADA, Asbestos, CDB 3% Admin Fee, etc. specify) \$250.0
- f. Sub-total Adds (Lines 7a through 7e) \$652.7
8. Total Building Budget (Line 6 plus Line 7f) \$5,390.8

**OTHER:**

Estimate of Annual State Supported Operations and Maintenance Expense

Source of Cost Estimate: CDB Suggested Cost Guidelines  
 Date of Cost Estimate: 1-Jun-19

**TABLE 4**  
**FY 2021 MOVEABLE EQUIPMENT LIST**

**District/College:** Illinois Eastern Community Colleges #529  
**Project Name:** ADA Improvements to Public Restrooms and Other Capital Improvements

(cost column rounded to the nearest dollar--please round the grand total equipment cost to the nearest hundred when you transfer to table 1)

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

None

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

**COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT**

**Fiscal Year 2021 Ramp  
Community College Capital Requests  
Illinois Eastern Community Colleges District # 529**

**PROGRAMMATIC JUSTIFICATION NARRATIVE**

**DISTRICT/COLLEGE:** Illinois Eastern Community Colleges District #529

**PROJECT NAME:** ADA Improvements to Public Restrooms & Other Capital Improvements

**The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.**

The mission of Illinois Eastern Community Colleges District #529 (the District) is to deliver exceptional education and services to improve the lives of our students and strengthen our communities. It is the belief of the District, that in order to fulfill this mission, all individuals attending should have access to all features and facilities that the District maintains. Unfortunately, funding has not been available to accomplish any improvements or updates to existing restroom space to bring it up in to compliance with existing regulations. Additionally, under 28 CFR Section 35, a public entity shall maintain facilities in a manner that allow individuals with disabilities to use and access features that are required to be readily accessible. It is the desire of the District to meet this requirement.

The District has an estimated 17,500 square feet of restroom space at its existing locations. However, the District has a limited number of ADA compliant restrooms on its campuses. This remodel project will take our current restroom space located on each campus and ensure accessibility exists in every building. The work necessary to accomplish this would consist of a re-design of the current floor plan(s) of the existing restrooms. This re-design would include the removal and reduction of commode stalls to accommodate individuals in wheelchairs and other physical limitations. Washing sinks would require adjustment to necessary minimum heights to ensure proper access. The existing wash sinks currently have exposed plumbing that require insulation or other protective barriers. Entryways to restrooms would require reconfiguration to allow for minimum width and clearance requirements as well as purchase and installation of automatic door openers to accommodate entrance to the restrooms.

Restrooms selected for this project will primarily target those used by students and guests of the District, while also ensuring adequate access is provided to existing staff, faculty, and administration. Access to necessary facilities, such as restrooms, improves the student and guest experience. Hundreds of guests visit the restrooms at our performing arts centers of the District each year. Events include conferences, plays, and musical performances.

**Fiscal Year 2021 Ramp  
Community College Capital Requests  
Illinois Eastern Community Colleges District # 529**

**SCOPE OF WORK NARRATIVE**

**DISTRICT/COLLEGE:** Illinois Eastern Community Colleges District #529

**PROJECT NAME:** ADA Improvements to Public Restrooms & Other Capital Improvements

**FULL NAME OF BUILDING (IF REMODELING):** Multiple locations impacted by the scope of this project. Specific locations noted below.

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

Olney Central College 305 North West Street Olney, IL 62450	Lincoln Trail College 11220 State Highway 1 Robinson, IL 62454	Frontier Community College 2 Frontier Drive Fairfield, IL 62837
Wabash Valley College 2200 College Drive Mt. Carmel, IL 62863	West Richland Center 320 East North Avenue Noble, IL 62868	IECC – District Office 233 East Chestnut Street Olney, IL 62450

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

**Nature of Work to be Performed:** The ADA Improvements would be applied to the public restrooms located throughout the District. The work would consist of architect/engineering study to remodel selected existing restrooms to comply with ADA requirements. Specific projects include, but are not limited to, the installation of necessary commode stalls that meet minimum space and access requirements, lowering of wash sinks to prescribed height requirements, protective insulation on exposed plumbing, removal of existing asbestos, and expansion of entryway doors to accommodate individuals with physical limitations.

**General Building Conditions:** As of this writing, the District has approximately 17,500 square feet of restrooms. Much of this square footage is not currently in compliance with requirements of the ADA. Many of the existing restrooms are original construction done in the 1970s, with no major remodeling.

**Site Analysis:** Restrooms are currently in existence. There would be no requirements for new construction to complete this project, nor would land acquisition be required. Due to the limited space available, space may need to be reduced or expanded to accommodate the necessary adjustments in order to comply with requirements of the American's with Disabilities Act.

## BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Illinois Eastern Community Colleges District #529, meeting in their regular session on June 18, 2019, with a quorum present, officially authorized the submission of the attached Fiscal Year 2021 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

**PROJECT NAME:** ADA Improvements to Public Restrooms and other Capital Improvements

### Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	\$ _____
2. Protection, Health, and Safety Tax Levy	\$ _____
3. Protection, Health, and Safety Bond Proceeds	\$ <u>1,000,000</u>
4. Other Debt Issue	\$ _____
5. State Certified Construction Credits (remaining from 1987)	\$ _____
6. Other (Please specify) <u>Local Resources</u>	\$ <u>348,000</u>
<b>TOTAL LOCAL MATCH</b>	<b>\$ <u>1,348,000</u></b>

Signed \_\_\_\_\_

Chairperson of the Board of Trustees

Signed \_\_\_\_\_

Chief Finance Officer of the College District

**Agenda Item #8I**

**Building and Maintenance Fund Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Building and Maintenance Fund Resolution

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

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

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

TLB/akb

Attachment



**Agenda Item #8J**  
**Inter-Fund Loans Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Inter-Fund Loans Resolution

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

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

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during Fiscal Year 2020, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2020.

TLB/akb

Attachment

**BOARD OF TRUSTEES  
RESOLUTION  
INTER-FUND LOANS**

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2020, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for Fiscal Year 2020, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2020.

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

\_\_\_\_\_  
Chairman, Board of Trustees

June 18, 2019  
Date

\_\_\_\_\_  
Secretary, Board of Trustees

June 18, 2019  
Date

**Agenda Item #8K**  
**Working Cash Fund**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Working Cash Fund

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

The Treasurer of the District has or will transfer approximately \$124,000 from the Working Cash Fund to the General Fund prior to June 30, 2019.

Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$124,000 Working Cash Fund interest to the General Fund on or before June 30, 2019.

TLB/akb

Attachment

**BOARD OF TRUSTEES  
RESOLUTION  
WORKING CASH FUND**

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2019;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$124,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2019.

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

\_\_\_\_\_  
Chairman, Board of Trustees

June 18, 2019

Date

\_\_\_\_\_  
Secretary, Board of Trustees

June 18, 2019

Date

**Agenda Item #8L**  
**Payment of Accrued Bills**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills incurred in June, but invoiced in July, as expenses for Fiscal Year 2019. By July 20 all accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

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

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

TLB/akb

**Agenda Item #8M**

**Sale of District Property to Richland Memorial Hospital**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Sale of District Property to Richland Memorial Hospital

The District owns certain property located at Olney Central College adjacent to Illinois Route 130 and located near the new Best Western Hotel.

Carle Richland Memorial Hospital has indicated an interest in the purchase of .67 acres, more or less, from the District for the construction of a medical facility.

The Board authorized the CEO to enter into a real estate purchase agreement for a Board approved price. Such an agreement was executed on May 21, 2019, by Terry L. Bruce, on behalf of the Board of Trustees, District #529 and Harry Brockus, CEO of Richland Memorial Hospital.

The Board is being asked to approve a resolution to sell real estate which describes the property more specifically and states that the proposed property to be sold contains .67 acres, more or less. Further, the resolution authorizes Dr. G. Andrew Fischer, Chairman and its Secretary Renee Smith, to execute a Deed of Conveyance on behalf of Illinois Eastern Community College District #529, for the purpose of conveying title to the aforementioned property to Richland Memorial Hospital for a purchase price of \$108,000.

Further, the Chairman and Secretary, along with the Chief Executive Officer are directed and authorized to execute any and all other documentation which may be necessary to consummate and close the transaction.

I ask the Board's approval of the following Resolution to Sell Real Estate.

TLB/rs

RESOLUTION TO SELL REAL ESTATE

At a regular meeting of the Board of Trustees of Illinois Eastern Community College District #529, held on \_\_\_\_\_, 2019, with a quorum of members present, a motion was duly made, seconded and passed by a majority vote of the Board of Trustees, authorizing Illinois Eastern Community College District #529 to sell certain real property, hereinafter described, to Richland Memorial Hospital, Inc., for a sales price of One Hundred Eight Thousand Dollars (\$108,000.00):

Legal Description:

A part of the South Half of the Northeast Quarter of the Southeast of Section Thirty-Three (33), Township Four (4) North, Range Ten (10) East of the 3<sup>rd</sup> Principal Meridian, Richland County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter of said Section Thirty-Three (33); thence South 00 Degrees 14' 19" East, 1244.89 Feet along the East Line of Section Thirty-Three (33); thence South 88 Degrees 02' 40" West, 45.02 Feet to the West Right of Way Line of Illinois Route 130 and the Point of Beginning; thence South 88 Degrees 02' 40" West, 176.33 Feet; thence North 00 Degrees 14' 19" West, 165.75 Feet; thence North 88 Degrees 02' 40" East, 176.33 Feet to the West Right of Way Line of Illinois Route 130; thence South 00 Degrees 14' 19" East, 165.75 Feet to the Point of Beginning, containing 0.67 Acres more or less. All as set forth on Plat of Survey dated May 31, 2019, prepared by Shawn W. Taylor, IRLS #3800.

PIN: 06-33-401-004 (part)

RESOLVED that Dr. G. Andrew Fischer, its Chairman and \_\_\_\_\_, its Secretary, are hereby authorized and directed to execute a deed of conveyance on behalf of Illinois Eastern Community College District #529, for the purpose of conveying title of the aforementioned lands to Richland Memorial Hospital, Inc., for a purchase price of \$108,000.00.

FURTHER RESOLVED that the aforementioned Chairman and Secretary, along with the Chief Executive Officer are directed and authorized to execute any and all other documentation which may be necessary to consummate and close the transaction.

DATED this \_\_\_\_\_ day of June, 2019.

Illinois Eastern Community College  
District #529

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

## WARRANTY DEED

THE GRANTOR, Illinois Eastern Community College District #529, for an in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority granted by its Board of Trustees, CONVEYS AND WARRANTS to Richland Memorial Hospital, Inc., an Illinois Not for Profit Corporation, the following-described real estate, to-wit:

A part of the South Half of the Northeast Quarter of the Southeast of Section Thirty-Three (33), Township Four (4) North, Range Ten (10) East of the Third Principal Meridian, Richland County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter of said Section Thirty-Three (33); thence South 00 Degrees 14' 19" East, 1244.89 Feet along the East Line of Section Thirty-Three (33); thence South 88 Degrees 02' 40" West, 45.02 Feet to the West Right of Way Line of Illinois Route 130 and the Point of Beginning; thence South 88 Degrees 02' 40" West, 176.33 Feet; thence North 00 Degrees 14' 19" West, 165.75 Feet; thence North 88 Degrees 02' 40" East, 176.33 Feet to the West Right of Way Line of Illinois Route 130; thence South 00 Degrees 14' 19" East, 165.75 Feet to the Point of Beginning, containing 0.67 Acres more or less. All as set forth on Plat of Survey dated May 31, 2019, prepared by Shawn W. Taylor, IRLS #3800.

PIN: 06-33-401-004 (part)

### SUBJECT TO:

- (1) Easements, rights-of-way and restrictive covenants of record, apparent or in place;
- (2) Prior reservations and conveyances of oil, gas and other minerals;
- (3) All real estate taxes and special assessments.

Situated in the County of Richland and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019:

Illinois Eastern Community College  
District #529

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

Attest:

Chairman of the Board  
of Trustees

\_\_\_\_\_  
Secretary

STATE OF ILLINOIS }

} SS. ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ a Notary Public in and for said County and in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ known to me to be the Chairman of the Board of Trustees and Secretary, respectively, of Illinois Eastern Community College District #529, which is the Grantor herein, and also known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they signed and delivered the said instrument as Chairman and Secretary of said Grantor, pursuant to authority given by the Board of Trustees, and as their free and voluntary act and as the free and voluntary act and deed of said Grantor for the uses and purposes therein set forth.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Instrument prepared by:

Richland Memorial Hospital, Inc.  
108 E. Main St.  
Olney, IL 62450  
Phone: (618) 392-0000

Mail Tax Statement To:

Ray W. Vaughn, Attorney  
800 E. Locust St.  
Olney, IL 62450

**Agenda Item #8N**

**Paramedic Program Consortium Agreement**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Paramedic Program Consortium Agreement

Frontier Community College (College) and Carle Richland Memorial Hospital (Hospital) wish to begin a paramedic education program. This program would prepare competent entry level emergency medical technician-paramedics into the field.

The College and the Hospital wish to establish a consortium between the College and the Hospital that will permit the sponsorship of a Paramedic educational program in accordance with *the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* (“Standards”) of the Commission on Accreditation of Allied Health Education Programs (CAAHEP) that includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.

The consortium will be a separate entity and have its own decision making board or governing committee and its own chief executive officer. The consortium will develop a formal written affiliation agreement or memorandum of understanding that clearly delineates governance and lines of authority. A draft consortium agreement is attached for the Board’s approval.

I ask the Board’s approval of this draft consortium agreement so that the District can begin the paramedic education program.

TLB/rs

Attachment

**CONSORTIUM SPONSORSHIP  
of a  
PARAMEDIC PROGRAM**

**Explanation - Standard I. B**

A consortium is an entity consisting of two (2) or more members that exists for the purpose of operating a Paramedic educational program. The members have joined together to share resources to sponsor the Paramedic program. A consortium that meets Standard I.B must include at least one member that meets the requirement of a sponsoring institution as described in Standard I.A.

A consortium is a separate entity and, therefore, must have its own decision making board or governing committee, and chief executive officer (CEO). A single line of responsibility from the CEO, who commonly is the Chair of this governing (or coordinating) Committee, to the program director is strongly recommended.

In all cases, the consortium must have a formal, written affiliation agreement or memorandum of understanding, which delineates governance and lines of authority. There are no requirements as to how these responsibilities need be divided; compliance is demonstrated with a thorough document that is signed by the CEO's of each of the consortium members.

The Consortium must also have written policies and procedures to follow. Usually, the governing body of the Consortium meets routinely (e.g. at least annually) and creates policies to be followed by program personnel.

A sample consortium agreement is below. This sample is intended to provide an example of provisions related to the CAAHEP [\*Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions\*](#). **It does not in any way represent the legal language that may be required or desired between the consortium members.** Please contact George W. Hatch Jr., EdD, LP, EMT-P, Executive Director at 214-703-8445 Ext 112 or [george@coaemsp.org](mailto:george@coaemsp.org) with any questions about establishing and operating a consortium sponsor.

Also, a consortium sample organizational chart is included at the end of this document.

Consortium Agreement Between Illinois Eastern Community Colleges/Frontier  
Community College and Carle Richland Memorial Hospital.

This Memorandum of Understanding is for the creation of a sponsor for a Paramedic education program known as the Illinois Eastern Community Colleges/Frontier Community College and Carle Richland EMS Consortium, hereinafter referred to as "Consortium", between Illinois Eastern Community Colleges/Frontier Community College, henceforth known as "the College," and Carle Richland Memorial Hospital, henceforth known as "the Hospital," entered into this 1st day of April 2019.

**I. REASON FOR AGREEMENT:**

**Purpose:** The purpose of this agreement is to create a consortium sponsor between the College and the Hospital so as to provide a Paramedic education program, including didactic, laboratory, hospital, and field internship learning experiences for Paramedic students.

Whereas, both parties desire to jointly establish a consortium between the College and the Hospital that will permit the sponsorship of a Paramedic educational program in accordance with *the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* ("Standards") of the Commission on Accreditation of Allied Health Education Programs (CAAHEP) that includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.

Now therefore, in contemplation of this relationship between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

**II. JOINT RESPONSIBILITIES:**

1. The governance of the Consortium shall be an eight member Governance Committee comprised of four representatives from the College and four representatives from the Hospital. The Committee shall meet at least annually and be responsible for:
  - (a) Approving the Goal(s) and Learning Domains of the Paramedic educational program in accordance with Standards II.A and II.C.
  - (b) Designating the program Advisory Committee in accordance with Standard II.B.
  - (c) Designating the Program Director in accordance with Standard III.B.1.
  - (d) Designating the Medical Director(s) in accordance with Standard III.B.2.
  - (e) Ensuring that the educational program has adequate resources in accordance with Standard III.

- (f) Approving the curriculum of the program in accordance with Standard III.C.
  - (g) Ensuring that the provisions of fair practices are met in accordance in Standard V.
  - (h) Ensuring all activities of the educational program meet the *Standards* in accordance with Standard I.C.
  - (i) Establishing policies that govern the operation of the Consortium and the educational program.
  - (j) Setting the number of students to be admitted to the educational program.
  - (k) Establishing formal affiliation agreements or memoranda of understanding between the Consortium (sponsor) and all other entities that participate in the education of the students describing the relationship, role, and responsibilities between the sponsor and that entity in accordance with Standard V.F.
  - (l) Ensuring the periodic assessment of the program's effectiveness in achieving its stated goals and learning domains, and reporting such results in accordance with Standard IV.B.2.
  - (m) Maintaining minutes of all meetings of the Governance Committee, including documentation of fulfillment of its role and responsibilities.
2. The Governance Committee shall have a Chairperson and Vice-Chairperson elected by and from the Committee.
  3. The Program Director shall report to the Dean of Instruction at the College.
  4. The curriculum shall meet the requirements of the *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions*.
  5. The College and the Hospital agree that meetings between the Program Director and appropriate faculty members may be held at least monthly to ensure the curriculum effectiveness of the program as well as the fulfillment of the other responsibilities designated in Standard III.B.1.a. Meetings may be held more frequently, and may be by email and/or telephone conversations.
  6. The College will provide qualified instructors for the following program courses: EPM 1200 (CPR Fundamentals), EPM 2204 (Paramedic I), EPM 2205 (Paramedic II), EPF 1205 (Vehicle Operator Fundamentals), EPF 1219 (Technical Rescue Awareness), EPM 2202 (Advanced Cardiac Life Support), EPF 1224 (EP Hazardous Materials), EPM 2206 (Paramedic III), and EPM 2207 (Paramedic IV). These instructors shall be considered as adjunct faculty of the Colleges and shall be under the direction of the Program Director and Dean of Instruction at the College.

7. The hospital will provide and fund the Program and Medical Director positions for the paramedic program.
8. The tuition and fees for the program shall set in accordance with the Colleges' tuition and fee schedule.
9. Selection to the Paramedic program shall be based on criteria as set forth in the Paramedic program *Student Manual* and/or other official Illinois Eastern Community Colleges publications. Each student must consent to an exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although the College shall obtain all required consents, the Hospital shall have the right to rely on such consents and to obtain copies of such consents upon request.
10. The College shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum that are part of this consortium agreement, but are not taught at the Hospital or associated facilities. The Hospital shall provide classrooms, equipment, and supplies for all courses in the Paramedic curriculum taught at Carle Richland Memorial Hospital or associated facilities as part of this consortium agreement.
11. The College and the Hospital shall abide by all applicable State and Federal nondiscrimination laws. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the educational program, or as to any aspect of the educational program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in the clinical program. Neither the College nor the Hospital guarantees acceptance of a specific number of students.
12. The Parties agree that during the student's enrollment in the consortium program at the College, the faculty and staff shall be responsible for evaluation of the students' performance in accordance with established academic and clinical guidelines. A student whose performance does not meet these established guidelines may be subject to academic probation or, if deemed necessary by the Program Director, dismissed from the program. A student has the right to due process, and may appeal such dismissal as provided for in the *Student Manual* and/or other official publication(s).
13. The students shall pay all tuition and fees to the College as well as be responsible for their books, uniforms, meals, and housing while enrolled in the program. Upon successful completion of all academic and other program requirements, a degree and/or certificate will be awarded by the College.
14. Each student is required to complete health requirements as set forth in the *Student Manual* and/or other official publication(s) prior to commencement in the hospital/field activities of the program. Each student shall be required to provide proof of required immunizations as set forth in the *Student Manual* and/or other official publication(s), and must be able to perform

his/her activities in the program in such a manner as to not pose a direct threat to the health or safety of others.

15. Both parties shall review this Agreement each year. Modification in the Agreement may be made by mutual consent at any time, so long as such modification is in writing and is signed by officials of all members. Either party may terminate this Agreement provided that three (3) months' notice is given in writing. In the event of termination of the Consortium, it is understood that all students in good standing will have the option to complete the Paramedic program under the conditions then in effect.
16. If either party receives notice of possible loss of accreditation, that party shall be required to notify the other party in writing within five (5) working days. The College shall within a reasonable period of time notify all students attending the program of such loss or impending loss.
17. Unless either party gives written notice for termination of the Agreement, then this Agreement shall be automatically renewed each year for a period of one year.
18. The College and the Hospital acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the didactic, laboratory, hospital, or field internship training at any facility of the College or the Hospital unless such loss, injury, or damage results from the negligence or willful conduct of that party, its agents, officers, or employees.
19. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the College and the Hospital; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
20. Neither party is an agent, employee or servant of the other. The College and the Hospital acknowledge and agree that students participating in the didactic, laboratory, hospital, and field internship training of the Consortium program are not employees of the College or the Hospital by reason of such participation, and that neither party assumes any responsibilities to the student participants that may be imposed upon an employer under any law, regulation, or ordinance. Student participants shall in no way hold themselves out as employees of the College or the Hospital.
21. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the College or the Hospital from designating any patient as a non-teaching patient.
22. This document contains the entire understanding between the parties with respect to the Paramedic program sponsored by the Consortium and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements, and representations, whether oral or written. This Agreement supersedes any and all prior and/or

contemporaneous representations, negotiations, promises, covenants, or discussions, if any, between the parties related to a Paramedic program sponsored by the Consortium.

IN WITNESS THEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

Mr. Terry Bruce

Mr. Harry Brockus

\_\_\_\_\_  
CEO

\_\_\_\_\_  
CEO

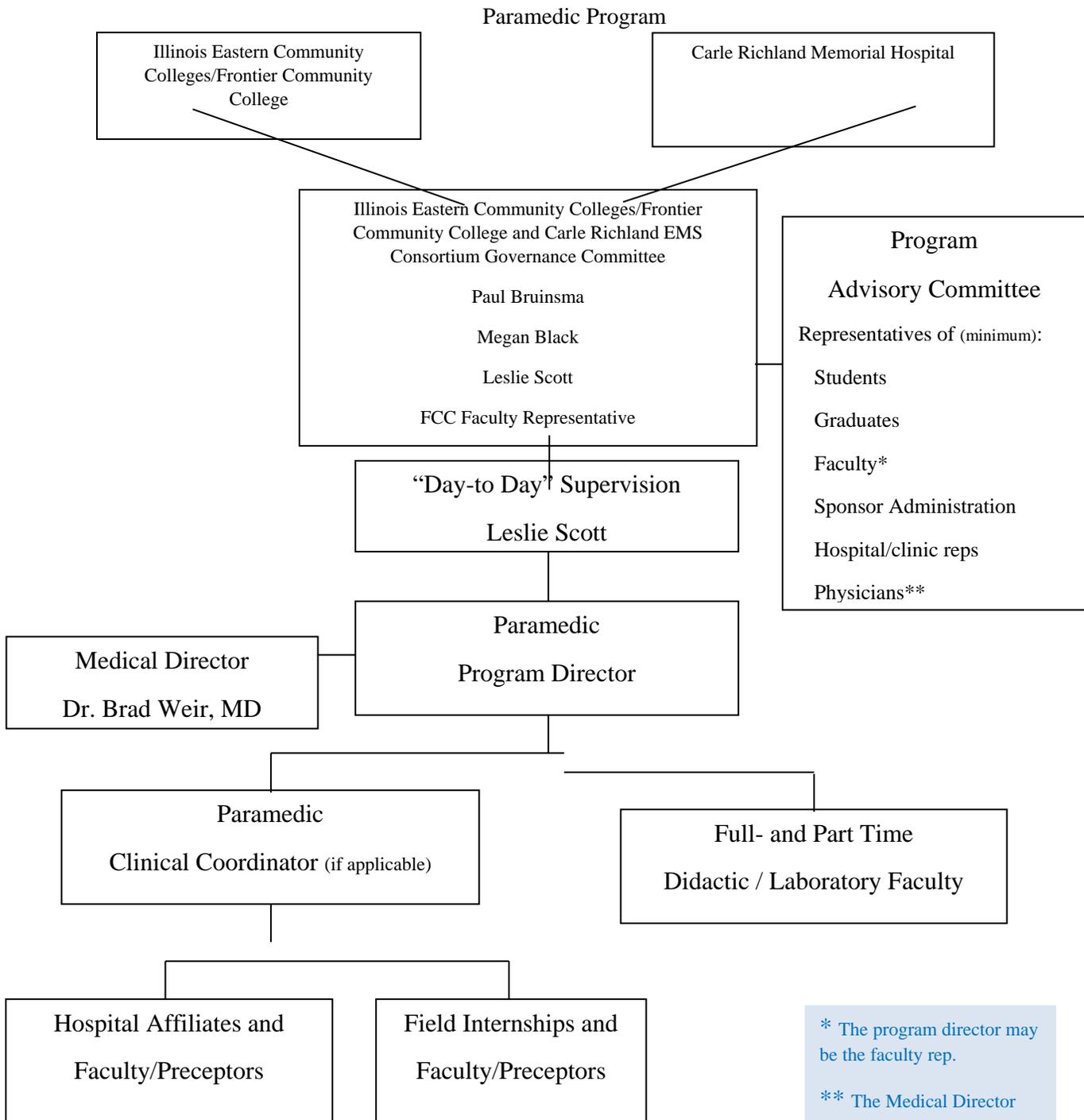
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Date

\_\_\_\_\_  
Date

## Sample Programmatic Organization Chart

### Consortium Sponsor (Standard I.B)

Illinois Eastern Community Colleges/Frontier Community College and Carle Richland EMS Consortium  
(Consortium agreement delineating governance and lines of authority)



**Agenda Item #80**

**Lease with Wabash Telephone Cooperative**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Lease Agreement with Wabash Telephone Cooperative

Wabash Telephone Cooperative wishes to lease space in the District's Telecommunications lab located at Lincoln Trail College. Wabash wishes to lease approximately 25 square feet of space in the Telecommunications Switch Room Lab located inside the Telecommunications Program Building. Wabash would construct, install, operate, modify, replace, make additions to, and repair and maintain an upright locking communications cabinet and communications equipment. All costs related to these items would be paid by Wabash.

In addition, Wabash wishes to lease approximately 100 square feet of ground on the property to construct, install, operate, modify, replace, and make additions to, and repair and maintain an antennae tower structure. This would include communications cabinets, structures, antennae, dishes, base stations, transmission lines and cables, a generator, and other related telecommunications equipment and facilities within the 100 square feet of ground space. All costs will be borne by Wabash. Wabash would have exclusive rights of way, over, across and under the property to construct, install, operate, modify, replace and make additions to and repair and maintain wire, fiber, cables and conduit to connect the facilities to power sources and connect the facilities to Wabash's communication system located on the public right of way.

Wabash has been an excellent working partner with the LTC Telecommunications Program and this lease agreement will add additional learning opportunities to the program.

I ask the Board's approval of the lease agreement which follows.

TLB/rs

Attachment

## AGREEMENT

**THIS AGREEMENT** (“*Agreement*”) is made and entered into this \_\_\_\_ day of June, 2019 (the “*Effective Date*”), by and between Illinois Eastern Community College / Lincoln Trail College (“*Lessor*”), and Wabash Telephone Cooperative, Inc. (“*Lessee*”). Lessor and Lessee are collectively referred to herein as the “*Parties*” and individually as a “*Party*”.

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located at \_\_\_\_\_, Robinson, Illinois (the “*Property*”);

**WHEREAS**, Lessee desires to lease from Lessor the Leased Space (defined below) on the Property;

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

A. **Equipment Space.** Lessor hereby leases to Lessee approximately 25 square feet of space in the telecommunications switch room lab within the telecommunications building (the “*Building*”), located on the Property, as more particularly described on *Exhibit A* (the “*Equipment Space*”). Lessee may construct, install, operate, modify, replace, make additions to, and repair and maintain an upright locking communications cabinet and communications equipment (collectively, the “*Colocation Facilities*”) within the Equipment Space. All costs, expenses and labor related to the Colocation Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Colocation Facilities.

B. **Ground Space.** Lessor hereby leases to Lessee approximately 100 square feet of ground on the Property, as more particularly described on *Exhibit B* (the “*Ground Space*”). Lessee may construct, install, operate, modify, replace make additions to, and repair and maintain an antenna tower structure (the “*Tower*”), communications cabinets and/or structures, antenna, dishes, base stations, transmission lines and cables, a generator, and other related telecommunications equipment and facilities (collectively, the “*Tower Facilities*”) within the Ground Space. All costs, expenses and labor related to the Tower Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Tower Facilities.

C. **Connection Space.** Lessee shall have non-exclusive rights of way on, over, across and under the Property (other than the Building) and in the Building in those areas designated on *Exhibit C*, or otherwise permitted by Lessor, to construct, install, operate, modify, replace make additions to, and repair and maintain wire, fiber, cables and conduit (the “*Connection Facilities*”) to connect the Facilities, to connect the Facilities to power sources, and to connect the Facilities to Lessor’s communications system located in the public right of way (the “*Connection Space*”).

D. **Leased Space.** Collectively, the Equipment Space, the Ground Space, and the Connection Space shall be referred to herein as the “*Licensed Space*”.

E. **Facilities.** Collectively, the Colocation Facilities, the Tower Facilities, and the Connection Facilities shall be referred to herein as the “**Facilities**”.

1. **Permits.** Lessee shall, at its sole cost and expense, obtain and maintain all necessary licenses, permits, and approvals for the installation, operation and use of the Facilities.

2. **Maintenance and Repair.** Lessee shall be responsible for proper maintenance of the Facilities in good condition and repair, and in compliance with all present and future laws, rules and regulations enforceable by the Federal Communications Commission (“**FCC**”), the Federal Aviation Administration (“**FAA**”), and other federal, state and local governmental authorities and agencies (“**Applicable Laws**”), at its sole cost and expense.

3. **Title to Facilities.** Lessee will maintain ownership of all Facilities and is responsible for all insurance, risk of casualty losses, and associated liability of ownership. Lessor acknowledges and agrees that Lessor waives and has no lien rights in the Facilities.

4. **Removal of Facilities.** Lessee may remove the Facilities from the Property at any time, whether all or any part of the same are deemed real or personal property. Within one hundred and twenty (120) days of the date of termination of this Agreement, Lessee shall remove all of its Facilities from the Property (except footings below three (3) feet), at Lessee’s sole cost and expense, and surrender the Leased Space completely and in good condition, reasonable wear excepted.

F. **Easement.** Lessor hereby grants to Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement, which includes, but is not limited to, the right at Lessee’s sole expense (a) to place Facilities on, over, across and under the Property (other than the Building) and in the Building; (b) to trim, cut and clear vegetation, trees, and undergrowth, and move earthen materials upon the Property; and (c) to enter and temporarily rest upon the Property, for the purposes set forth in this Agreement, including the right to bring in and use all necessary tools and machinery. The easement rights herein granted shall terminate upon termination or expiration of this Lease.

G. **Access.** Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents shall be entitled to unrestricted seven (7) days a week, twenty-four (24) hours a day access to the Leased Space and the Upgraded Power Supply pursuant to the maps and procedures set forth in **Exhibit D**.

H. **Upgraded Power Supply.** On or before the Commencement Date, Lessee shall provide Lessor with new batteries and rectifiers (the “**Upgraded Power Supply**”) to be located in telecommunications switch room lab. Throughout the Term of this Agreement, Lessee shall be responsible to maintain and/or replace the Upgraded Power Supply as necessary to provide Lessor with up to sixty (60) DC amps of power. The Upgraded Power Supply shall also be used by Lessee to operate its Facilities up to forty (40) DC amps of power. If Lessee requires more DC amp, any addition to the DC plan on behalf the Lessee shall Lessee’s expense.

I. **Right to Tower Space.** Subject to space availability and structural, wind and loading concerns with respect to the Tower, for so long as this Agreement is in effect, Lessor shall have the right, at no charge, (4) feet of vertical tower space on the Tower to place Lessor’s communications equipment; provided, however, that Lessor enters into a tower space license agreement with Lessee which shall address those matters that are commonly addressed in such agreements.

J. **Term: Termination.** This Agreement shall commence on August 1, 2019 (the “**Commencement Date**”), and shall continue thereafter for an initial term of ten (10) years (the “**Initial Term**”). This Agreement shall automatically renew for three (3) five (5) year terms (each a “**Renewal Term**”), unless Lessee provides notice to Lessor of its election to terminate this Agreement not less than one hundred and twenty (120) days prior to the conclusion of the then-current Term. The Initial Term and the Renewal Terms are collectively and individually referred to herein as the “**Term**”. Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days’ notice to Lessor.

K. **Taxes.** Lessee shall be solely responsible for payment of all sales or use taxes and assessments, and any other taxes hereinafter becoming due on account of or arising out of Lessee’s use of the Equipment Space and Ground Space, upon whichever Party they may be levied (“**Taxes**”); provided, however, each Party shall be responsible for their own personal property, real property and income taxes. In lieu of paying such Taxes, Lessee may provide Lessor with a tax exemption certificate acceptable to the taxing authority.

**L. Indemnification.**

1. Each Party (the “**Indemnifying Party**”) will indemnify, defend and hold harmless the other party, its affiliates and any of its or their shareholders, members, owners, officers, directors, employees, and contractors (“**Indemnified Parties**”) from and against any claims, actions, lawsuits, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property or bodily injury (including death) to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party, its employees, contractors, representatives, or agents.

2. The Indemnified Parties will (a) notify the Indemnifying Party promptly in writing of any claim or commencement of any action by third parties for which the Indemnified Parties alleges that the Indemnifying Party is responsible under this Section (“**Claim**”); and (b) tender the defense of such Claim to the Indemnifying Party. The Indemnified Parties also will cooperate in a reasonable manner with the defense or settlement of such Claim. The Indemnifying Party shall keep the Indemnified Parties reasonably and timely apprised of the status of the Claim. The Indemnified Parties shall have the right to retain their own counsel, at their expense.

3. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Parties of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a Claim or consent to judgment with regard to the same without the prior written consent of the Indemnified Parties which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Parties refuse such settlement or judgment, the Indemnified Parties shall, at their own cost and expense, take over the defense against the Claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Parties against the Claim for any amounts in excess of such refused settlement or judgment.

**M. LIMITATION OF LIABILITY.** NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR ANY OTHER ECONOMIC LOSS IN CONNECTION WITH

OR ARISING FROM ANY ACTS OR OMISSIONS HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

N. **WARRANTY DISCLAIMER.** THE EQUIPMENT SPACE AND GROUND SPACE ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

O. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default (an "*Uncured Event of Default*"), then the other Party may upon written notice terminate this Agreement.

P. **Compliance with Applicable Law.** This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

Q. **Insurance.** Lessee shall maintain in full force and effect during the Term of this Agreement the following policies of insurance, which in the case of *Sections 17.2 and 17.3* shall name Lessor as an "additional insured":

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident/ occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.

3. An umbrella policy of not less than Two Million Dollars (\$2,000,000.00).

4. Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above, reasonably acceptable to Lessor, reflecting all such coverages. Le

R. **Notice.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required. Notices will be deemed given on the date of receipt if delivered pursuant to method (a), the next business day after mailing if sent pursuant to method (b), and upon receipt or refusal of receipt if sent pursuant to method (c). Notices will be addressed to the Parties as follows, or to such other address designated by notice to the other Party:

**Lessor:**

Wabash Telephone Cooperative, Inc.  
Attn: Dave Frigen  
210 S. Church St.  
Louisville, IL 62858

**Lessee:**

Illinois Eastern Community College /  
Lincoln Trail College  
Attn: \_\_\_\_\_  
11220 State Hwy 1  
Robinson, IL 62454

S. **Assignment.** Notwithstanding anything to the contrary contained in this Agreement, Lessee shall not have the right to assign all or any part of its interest in this Agreement to any other person or entity, without the express prior written consent of Lessor; *provided, however*, upon prior written notice to Lessor, Lessee shall be permitted to assign its rights and obligations under this Agreement to a person or entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise, or to any person or entity which is directly or indirectly (through one or more subsidiaries) Controlled by, Controlling or under common Control with Licensee (an "*Affiliate*"). "*Control*" means: (i) holding fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; or (ii) ownership of at least fifty percent (50%) of the voting power or voting equity of such entity; or (iii) having sole or shared management of a general partner or member of such entity; or (iv) regardless of the percentage ownership interest held, having the ability to appoint a majority of the board of directors, managers or other governing body of such entity or otherwise direct management policies of such entity by contract or otherwise.

T. **Quiet Enjoyment.** Lessor represents and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Property; (iii) Lessee shall have quiet enjoyment of the Property throughout the Term of this Agreement; (iv) Lessor will not intentionally disturb Lessee's occupation of the Property as long as Lessee is not in default under this Agreement; and (v) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

**U. Miscellaneous.**

1. **Authority.** Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement; and (b) the person executing this Agreement on its behalf has been duly authorized to bind said Party hereto.

2. **Independent Contractors.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize either Party to act as an agent for the other Party. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

3. **Binding Effect.** The terms, conditions and agreements made and entered into by the Parties hereto are declared and agreed to be binding upon and inure to the benefit of the Parties' respective successors and/or permitted assigns.

4. **Third Party Beneficiaries.** This Agreement shall not provide any person that is not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

5. **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

6. **Headings.** The titles to sections of this Agreement are not part of the same and shall have no effect upon the construction or interpretation of any part thereof.

7. **Non Waiver.** The failure of either Party to insist on strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement will not waive such rights and such Party will be permitted to enforce such rights at any time and take such actions as may be lawful and authorized under this Agreement, whether at law or in equity. No express waiver by any Party shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenants, term, or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

8. **Survival.** The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination of this Agreement (e.g., *Section 9*, Indemnification; *Section 10*, Limitation of Liability; *Section 14.5*, Liability Upon Termination) will survive the termination of this Agreement.

9. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of the Agreement will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

10. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law provisions.

11. **Entire Agreement; Amendments.** This Agreement contains all agreements, promises, warranties, representations and understandings between the Parties regarding the subject matter hereof, and supersedes all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

12. **Costs of Enforcement.** If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs and expenses from the other Party.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures are acceptable and shall be given the same effect as the original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**LESSEE:**

**WABASH TELEPHONE COOPERATIVE, INC.**

**ILLINOIS EASTERN COMMUNITY  
COLLEGE / LINCOLN TRAIL COLLEGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Agenda Item #8P**

**Automotive Technology Uniform Fee Change**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Automotive Technology Uniform Fee Change

The current automotive technology uniform fee sets forth a specific dollar amount, which changes each year. This proposed change would reflect that the student is expected to pay the actual cost of uniform rental as opposed to the specific dollar amount. This change would be effective immediately.

I ask the Board's approval of this change in the cost of the FCC automotive technology program uniform fee.

TLB/rs

**Agenda Item #8Q**

**Lease Agreements**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Lease Agreements

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

1. IECC and Prairie State Generating Company – lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
2. IECC/WVC Foundation Lease – lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
3. IECC/LTC and City of Robinson - Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021.
4. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The lease expires June 30, 2020.
5. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty year period.
6. IECC/OCC Oil Derrick Lease of Property – The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.
7. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2018 through June 30, 2020, at the current monthly rent of \$125.00.

8. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building’s interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2020 under the current lease agreement. **Board of Trustees Action Required.**
9. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton’s Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2019 through June 30, 2024. **Board of Trustees Action Required.**
10. IECC/Twin Rivers Lease - The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. Lease term from January, 2018 through June 30, 2020 at the current rent of \$225 per month. **Board of Trustees Action Required.**
11. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel. Lease term is for five years from October 5, 2017 to October 5, 2022. Additionally, the agreement automatically renews for five (5) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term.
12. IECC/SIU School of Medicine – The lease is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Center for Rural Health and Social Service Development through Southern Illinois University’s School of Medicine. The lease period is June 20, 2018 through June 30, 2020, at a monthly rent of \$125.00. **Board of Trustees Action Required.**

TLB/rs

Attachments

## FACILITIES LICENSE AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

7. **Alterations, Repairs and Maintenance.** Licensor shall, from time to time and at any time and without liability to Licensee, have right to change, repair, or maintain the Premises and Licensee recognizes that such changes, repairs and maintenance may cause interruption to the use of the designated portion of the Premises. Licensor shall use reasonable efforts to minimize the disruption of the planned activities of Licensor. Licensee shall have no right to alter the Premises or add any fixtures without the prior written consent of the Licensor.

8. **Premises Owners.** As used herein, Premises Owners shall include the following entities:

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

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

Licensor's Representative: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licensee's Representative: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

PRAIRIE STATE GENERATING COMPANY, LLC    ILLINOIS EASTERN  
COMMUNITY COLLEGE  
DISTRICT #529

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

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

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

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

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

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

AMENDMENT TO LEASE AGREEMENT

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Wabash Valley College Foundation

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

\_\_\_\_\_ Date

\_\_\_\_\_ Date

## LEASE AGREEMENT

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

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

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

310-314 West Third Street in the City of Mt. Carmel, Wabash County, Illinois

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

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

2. District hereby takes the lease to the said premises and agrees to pay the rent Provided.
3. District covenants with Foundation that at the expiration of the term of this lease, or renewal hereof, District will yield up the premises to Foundation without further notice in as good condition as when same were entered upon by District, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. District will arrange for and pay for all deposits and use for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.
5. During the term hereof, or renewal hereof, if any, District will at its expense maintain the exterior or outside and structural portion of the building and the major plumbing. During the term of this lease and any renewal hereof, District will, at its expense maintain in good repair all parts of the premise leased and shall keep all toilets and sink traps unstopped. District will pay for all cleaning and redecoration and will pay for all repairs necessary or desirable as a result of the activities and behavior of the occupants and the Districts invitees.
6. The District shall be solely responsible for selecting and installing all fixtures and shall maintain possession of all fixtures and other items installed by District upon the premises (whether or not said additional items are legally classified as fixtures) shall continue to be treated as in the possession of District including the right to remove all of said fixtures and said items so installed by District, upon termination or cancellation of this lease. This shall include, but not be limited to the following fixtures or items installed by the District:
  - A. All plumbing materials and fixtures above the floor;

- B. All partitions;
  - C. All conduits above the ceiling;
  - D. All electrical fixtures purchased by District;
  - E. The fire alarm system;
  - F. All other appurtenances installed or attached to the premises by District in Order to utilize the premises for its intended use.
7. District represents to Foundation that District has examined the physical condition of the demised premises prior to the execution and delivery of this lease and has found it to be satisfactory for all purposes hereof, including intended use, and District accepts the condition of the demised premises in its present condition "As Is". Foundation makes no representation or warranty with respect to the condition of the demised premises or its fitness or availability for any particular use, and Foundation shall not be liable for any latent or patent defect discovered therein.
  8. Foundation will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
  9. District agrees that it will not assign this lease or renewal hereof nor will it let or sublet the premises during the term of the lease or renewal hereof, without the prior written consent of Foundation, which will not be unreasonably withheld. District will not make any alterations or additions to the premises without prior written consent of Foundation; District shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of District or any third parties as against the right, title or interest of Foundation in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the lease hold interest of District hereunder and shall be subject and subordinate to all the rights, title and interest of the Foundation in and to said premises and building.
  10. Foundation shall have free access to the premises hereby leased for the purpose of examining for appropriate use. However, Foundation agrees that it will not exercise its access to said premises and Foundation will do nothing to violate the confidentiality of the clients of the District.
  11. District shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein; District shall, in the use and occupancy of the described premises, conform to all laws, orders and regulations of the Federal, State and Local Governments, or any of their respective departments.
  12. The provisions of this lease shall bind and inure to the benefit of the Foundation and District and their respective heirs, successors, legal representatives and assigns.
  13. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by District, it shall be lawful for Foundation to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereof, at the election of Foundation; and in order to enforce a forfeiture of nonpayment of rent, it shall not be necessary to make demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day the same day or at any time on any subsequent day, shall be sufficient; and after such default Foundation shall be able to pursue a remedy of forcible entry and detainer entry of the premises under statute and shall further have all rights and remedies and provided by law and under this contract. In the event Foundation is required to employ an attorney to enforce its rights under this contract, it shall be entitled to receive from District his attorney fees and cost of suit.

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

14. If damage by fire or other casualty to the building on demised premises is so extensive as to amount to 50% or more total destruction of said building then District, at its option, may terminate this Lease and rent shall be apportioned and paid to the day of such fire and casualty. In all other cases where the building is damaged by fire or other casualty, Foundation shall repair the damage with reasonable dispatch and rent shall be apportioned until the damage has been repaired. Delays caused by inability to procure materials and/or labor, riots, national emergency, acts of God, or of a public enemy, governmental laws and/or regulations, or other cause beyond Foundation's control shall be considered in determining what constitutes "reasonable dispatch".

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

15. District agrees that during the term of this lease at their expense, they will carry liability insurance with a company acceptable to Foundation providing for a minimum of \$1,000,000.00 per person \$1,000,000.00 per accident \$500, 000, 00.00 for property for occurrence on the demised premises. District shall also provide and pay fire, wind damage and full coverage property insurance; and name the Foundation as an other insured.

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

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

17. In case of default in payment of rent under this lease, Foundation may retain so much or

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

18. Foundation covenants that District, on paying the rent and performing all the covenants

hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.

18. Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at any time by delivery to the other party in writing a change of address delivered to the last stated address of the party.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Wabash Valley College Foundation                      Date

\_\_\_\_\_  
Board Chairman    Date  
Illinois Eastern Community College District #529

Attest: \_\_\_\_\_  
Secretary, Board of Trustees                      Date  
Illinois Eastern Community College District #529

I, Harry Hillis, Secretary to the Board of Trustees of Illinois Eastern Community College District #529, attest and affirm that on July 21, 2009 the Board of Trustees of Illinois Eastern Community College District #529 authorized the lease of the property as described above.

## INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

### **1. Ownership and Equipping**

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

### **2. Operation Expenses**

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

### **3. Operation and Management of Facility**

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

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

### **4. Scheduling and Shared Use of the Facility**

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

### **5. Revenues from Operation of Facility**

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

### **6. Liability Insurance and Indemnification**

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

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

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

### **7. Return of Equipment**

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

### **8. Terms of Agreement**

This Agreement shall be effective upon execution hereof by both of the parties hereto and shall continue through and including July 1, 2008. Unless either party notifies the other by January 1 of the year of termination of the initial term, or any renewal term, of its desire not to extend the Agreement, the

Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the CITY and all health and fitness equipment shall be returned to the COLLEGE.

#### **9. Binding Effect**

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

#### **Amendment**

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

#### **10. Arbitration**

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

**11. Notices**

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

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

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

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

**12. Severability**

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

**13. Waiver of Performance**

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

**14. Governing Law and Exclusive Jurisdiction**

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

**15. Authority of Officers**

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

CITY OF ROBINSON, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Mayor City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Board Chairman Board Secretary

Exhibit "A"

Current Equipment

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

Equipment to be Purchased

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

LEASE

This agreement is made this 17<sup>th</sup> day of June 2008, between the Wabash Valley College Foundation (“Lessor”) and Illinois Eastern Community College District #529 (“Lessee”).

Lessor leases to Lessee approximately 1,600 square feet of interior space on the ground floor of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange for which the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of five years, commencing on July 1, 2015 through June 30, 2020.

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

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President  
Wabash Valley College Foundation

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Chairman  
Board of Trustees  
Illinois Eastern Community College  
District #529

ATTEST:

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Secretary  
Board of Trustees  
Illinois Eastern Community College  
District #529

## Lease Agreement

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

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

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

- A. Leasing and Premises: For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sums hereinafter required to be paid and the mutual covenants and agreements herein contained, LESSOR does hereby lease, let and demise unto LESSEE the following described premises:

A part of Lot 15 of Sections 3, 4, 5, 8, 9 and 10, Township 1 South, Range 12 West of the Second Principal Meridian, Wabash County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 15, thence North 29° 00' West a distance of 1411.9 feet to an iron pin; thence North 60° 35' 12" East a distance of 384 feet to an iron pin being the point of beginning; thence North 60° 35' 12" East a distance of 50 feet to an iron pin; South 29° 00' East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence South 29° 00' East a distance of 137 feet to a point; thence South 60° 35' 12" West a distance of 450 feet to a point; thence North 29° 00' West a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence North 29° 00' West a distance of 567.2 feet to the point of beginning, containing 1.68 acres, more or less.

- B. Rental: The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.

- C. Term: The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. Possession: LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. Use of Premises: This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.
- F. Easement: LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:  
An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north 60° 35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.
- G. Taxes: LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.
- H. Repairs and Destruction of Improvements: LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and,

except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.

- I. Indemnification of Lessor: LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.
  
- J. Warranties and Representations: LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.
  
- K. Electrical Interference: LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.
  
- L. Default: In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice

have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.

- M. Waiver: The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. Notice: Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:  
LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863  
LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450
- O. Binding Effect: This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.
- P. Continuing Use of Tower: In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. Relocation of Equipment: LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.
- R. Removal of Property: At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.
- S. Authority: This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

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

\_\_\_\_\_  
Ron E. Peach  
"LESSOR"

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF WABASH     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Ron E. Peach.

\_\_\_\_\_  
Notary Public

ILLINOIS EASTERN COMMUNITY COLLEGE  
DISTRICT #529

By \_\_\_\_\_

Its     Chairman

ATTEST:

\_\_\_\_\_  
Its     Secretary

"LESSEE"

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF RICHLAND    )

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

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

\_\_\_\_\_  
Notary Public

## LEASE

This agreement is made this 18<sup>th</sup> day of August, 2009, between the **Illinois Eastern Community College District No. 529**, as Lessor, and the **City of Olney, Illinois**, a municipal corporation, as Lessee:

The Lessor leases to the Lessee the following described premises situated in the City of Olney, County of Richland and State of Illinois:

The circle drive, median, and access road located near the Northwest corner of the intersection of Illinois Route 130 and St. John Street in the City of Olney, and a tract of land forty-seven feet (47') square located immediately west of said circle drive, as more particularly shown on the aerial photograph attached hereto and incorporated herein by reference.

To hold these premises unto the Lessee for a term of twenty (20) years beginning on the date of execution of this agreement, subject to the following terms and conditions:

**1. Renewal and Termination:** Lessor and Lessee each have the right to terminate this lease by giving the other party six months' written notice of the election to terminate. Lessee has the right to renew this lease for a further period of twenty (20) years on the same terms and rental by giving the Lessor six months' written notice of the election to renew. Any notice to the Lessor may be served by mailing a copy of the notice to the Lessor at 233 East Chestnut Street, Olney, Illinois 62450, or at such other place as the Lessor from time to time in writing may appoint. Any notice to the Lessee may be served by mailing a copy of the notice to the Lessee at 300 S. Whittle Avenue, Olney, Illinois 62450.

**2. Rental:** Lessee shall pay rent for the premises during the continuance of this lease at the rate of One Dollar (\$1.00) per year payable on the 1st day of January of each year during the term of this lease.

**3. Use of Premises:** The property shall be used by the Lessee for a park which shall include the location of an oil derrick thereon. The Lessee shall use the property only as permitted by the Zoning Ordinance and any other regulations of the City of Olney or any other governmental authorities. The Lessee shall keep the property in good order and repair as is required for other city parks. The Lessee shall have the right to make such alterations, additions and improvements on the premises as it shall deem necessary, provided that the Lessee shall not construct or allow to continue anything that is an eyesore or is in a dilapidated state.

**4. Assignment of Lease:** The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.

**5. Surrender of Premises:** Upon the termination of this lease, the Lessee shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this lease. All additions and improvements made during the term of this lease shall be regarded as removable fixtures which shall be removed prior to the termination of this lease. The Lessee specifically agrees to remove the oil derrick and any other additions and improvements at its own cost and without any obligation on the part of the Lessor to pay any of the costs of removal.

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

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

LESSOR:

ILLINOIS EASTERN  
COMMUNITY  
COLLEGE DISTRICT NO. 529

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

IECC Board Chairman

ATTEST:

\_\_\_\_\_  
IECC Board Secretary

City of Olney Mayor

ATTEST:

\_\_\_\_\_  
City of Olney Clerk

LESSEE:

CITY OF OLNEY, ILLINOIS

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

**LEASE AGREEMENT**  
BETWEEN  
C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION  
(WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM)  
AND  
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of July, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known at 305 Northwest St. Room 208 A, Olney, Illinois 62450, and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2018 through June 30, 2020 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.

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

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: C.E.F.S. Economic Opportunity Corporation**  
1805 South Banker Street  
Effingham, IL 62401-0928

By: \_\_\_\_\_  
Its: Kevin Bushur, Chief Executive Officer  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

**LESSOR: Illinois Eastern Community Colleges**  
233 East Chestnut  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Terry Bruce, Chief Executive Officer  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

**LEASE**

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

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2020.

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

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

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

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

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

\_\_\_\_\_  
Chief Executive Officer  
Illinois Eastern Community College  
District #529

\_\_\_\_\_  
President  
Frontier Community College Foundation

Adopted this 18th day of June, 2019

Adopted this 18th day of June, 2019

## AGREEMENT

**THIS AGREEMENT** is made and entered into this 18th day of June, 2019, by and between Illinois Eastern Community College District #529 ("**Lessor**"), and Britton's Bullpen ("**Lessee**").

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located in Noble, Illinois, commonly known as the West Richland Center and the West Richland High School;

**WHEREAS**, Lessee desires to lease from Lessor the leased space defined as the baseball field and the softball field located North of the building. The baseball field and the softball field is in an area enclosed by fencing which is approximately 320 feet by 575 feet. The leased property also contains a batting cage, a 30 X 40 concrete building, and an 10 X 14 storage shed; and

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

In lieu of a cash rental, Lessee agrees to mow the outfields of the baseball and softball fields and maintain the baseball and softball infield spaces. Lessee shall also maintain the fences and spray so that weeds are controlled.

Lessor agrees to provide water and electricity sufficient to provide a maintenance of the baseball and softball fields.

Lessor hereby grants to Lessee, and its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement.

Term: Termination. This Agreement shall commence on July 1, 2019 , and shall continue thereafter for an initial term of five (5) years. Notwithstanding, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days' notice to Lessor.

Default. In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to

cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default, then the other Party may upon written notice terminate this Agreement.

Compliance with Applicable Law. This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

Insurance. Lessee shall maintain in full force and effect during the Term of this Agreement Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and shall name Lessor as an additional insured. Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above.

Notice. Any notice to a Party required or permitted under this Agreement shall be in writing and notices shall be addressed to the parties as follows:

**Lessor:**

Britton's Bullpen  
Attn: Phillip Britton  
1809 South Whittle Avenue  
Olney, IL 62450

**Lessee:**

Illinois Eastern Community Colleges  
Attn: Chief Executive Officer  
233 East Chestnut Street  
Olney, IL 62450

Independent Contractors. The Lessees are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize the Lessee to act as an agent for the Lessor. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

Governing Law; Venue; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

Entire Agreement; Amendments. This Agreement contains all agreements, promises, warranties, representations and understandings between the Parties regarding the subject matter hereof, and supersede all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

Costs of Enforcement. If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs and expenses from the other Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**LESSEE:**

**ILLINOIS EASTERN COMMUNITY COLLEGE**

**BRITTON'S BULLPEN**

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

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

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

Name: Phillip Britton

Title: IECC Board Chairman

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

## LEASE AGREEMENT

BETWEEN

TWIN RIVERS REGIONAL VOCATIONAL SYSTEM

AND

ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of January, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 301 S. Cross St. Ste 235, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing January 1, 2018 through June 30, 2020 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand Seven Hundred Dollars (\$2,700.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE

without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: Twin Rivers Vocational System**

301 S. Cross St. Ste 235  
Robinson, IL 62454

By: \_\_\_\_\_  
Its: Troy Hickey

WITNESS:

\_\_\_\_\_

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Terry Bruce, Chief Executive Officer

WITNESS:

\_\_\_\_\_

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the “Agreement”) is made as of **October 5, 2017** (the “Effective Date”), by and between **Wabash Valley College** (the “Landlord”) and Skybeam, LLC dba Rise Broadband (fka RidgeviewTel), a Colorado limited liability company, on behalf of itself and its subsidiaries (the “Tenant”).

**WHEREAS**, Landlord is the owner of a parcel of land located at or near **15511 River Road, Mt. Carmel, Illinois 62863** (the “Property”) which has a tower or similar structure (the “Structure”) located thereon (the Property and the Structure are, collectively, the “Site”); and

**WHEREAS**, by instrument dated October 5, 2007, Landlord did lease unto Tenant a portion of the Site and Structure for the purpose of constructing, operating, maintaining, and repairing radio communications facilities to provide broadband internet access; and

**WHEREAS**, Tenant desires to continue to use the Site for the purpose of installing, operating, and maintaining wireless data communications equipment.

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

- 1. LEASE.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the exclusive right to construct, install, maintain, and operate wireless data communications equipment, personal property, and improvements associated with Tenant’s wireless communications business and/or the transmission and reception of radio communication signals for the purpose of providing broadband wireless internet service from the Site, including the transmission and reception of radio communication signals (the “Equipment”). Landlord shall provide utilities, including electricity, necessary to operate Tenant’s Equipment. Tenant may install, operate, maintain, repair, modify, upgrade, remove, or replace any and all Equipment at any time throughout the Term. Tenant will ensure that its Equipment does not materially affect the structural integrity of the Structure. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Equipment. Landlord hereby waives any and all statutory and common law lien rights which Landlord may have relating to the Equipment and all rights of distraint against such Equipment.
- 2. TERM.** The term of this Agreement shall begin on the Effective Date indicated above and shall continue for **five (5) years** (the “Initial Term”). This Agreement shall automatically renew for **five (5) additional terms of one (1) year** (each an “Extended Term”), unless Tenant notifies Landlord in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then existing Term. The Initial Term and any Extended Term are collectively referred to herein as the “Term.”
- 3. PAYMENTS.** In consideration for use of the Site, Tenant will pay to Landlord a monthly lease payment of **One Hundred Fifty Dollars (\$150.00)**, (the “Monthly Payment”), such payments to be made on or before the 5th of each month. Tenant will further provide **one (1) wireless internet access account** to Landlord free of charge. Such access will be provided through Tenant's existing wireless internet network with services equal to the premium residential account offered by Tenant to its customers.

Should the premium residential account speed increase, such account shall increase accordingly. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the internet access account provided to Landlord will cease as of the date Tenant ceases transmissions.

**4. ACCESS TO SITE.** Landlord agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, along with all related utility wires, cables and conduits. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of Tenant or such authorized persons may enter the Site.

**5. MAINTENANCE.** Tenant shall, at its sole cost, maintain and repair the Equipment, along with Tenant's related improvements, antennas, equipment, or other property approved by Landlord, in good working condition. At such times that Landlord becomes aware of required maintenance or repairs to be performed by Tenant, Tenant will complete such repair and maintenance within a reasonable period after receipt of notice thereof from Landlord except in the event of an emergency or when the wireless or internet/intranet access is not working correctly, whereupon the repair and maintenance shall be completed immediately upon Tenant becoming aware of such need for maintenance and repair, subject to Section 4 hereof.

**6. TRANSFER OF INTEREST/ASSIGNMENT.**

6.1. This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord's interest in the Property takes such interest subject to this Agreement. In the event of the sale or other transfer of Landlord's right, title and interest in the Property, Landlord shall be released from all liability and obligations occurring after the consummation of such sale or transfer, and the successor Landlord shall assume all of Landlord rights and obligations hereunder; provided, however, that Tenant is provided a copy of the recorded deed (or similar document evidencing such change in ownership) and IRS Form W-9 within thirty (30) days of such transaction.

6.2. So long as Tenant is not in default in the performance of any of the terms, covenants or conditions of the lease on Tenant's part to be performed, Tenant's possession of the leased premises and Tenant's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party, and Tenant's occupancy of the Site shall not be disturbed by any subsequent mortgagee, lender, or acquiring party for any reason whatsoever during the Term or any Extended Term.

6.3. Provided (i) Tenant complies with this Agreement, (ii) Tenant is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan, or purchase agreement, and any proceeding to foreclose the same, will not disturb Tenant's possession under the Agreement and the Agreement will not be affected or cut off thereby.

- 6.4. Tenant may assign or transfer this Agreement at any time upon written notice to the Landlord, to: (i) any affiliate of Tenant; (ii) any entity resulting from a reorganization of Tenant or its affiliates; (iii) any entity which acquires a majority of Tenant's equity or assets by way of sale, merger, consolidation or other event. For purpose herewith, an affiliate shall mean any entity that controls, is controlled by, or under common control with Tenant.

**7. TERMINATION.** In addition to other rights to terminate this Agreement:

- 7.1. If a party hereto is in default of any provision of this Agreement and has failed to cure such default in accordance with Section 8 herein, the non-defaulting party may terminate this Agreement upon notice to the defaulting party.
- 7.2. Either party shall have the right to terminate this Agreement immediately upon notice to the other party if (a) the other has filed a petition in bankruptcy, is insolvent, or has sought relief under any law related to such party's financial condition or its ability to meet its payment obligations; or (b) any involuntary petition in bankruptcy has been filed against the other party, or any relief under any such law has been sought by any creditor(s) of such party, unless such involuntary petition is dismissed, or such relief is denied, within thirty (30) days after it has been filed or sought.
- 7.3. Notwithstanding anything contained herein to the contrary, Tenant may terminate this Agreement without further liability upon thirty (30) days' written notice to the Landlord for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ruling or regulation that is beyond the control of Tenant; (iii) if Tenant reasonably determines that the Site is not appropriate for its operations for economic, technological, or regulatory reasons, including, without limitation, signal interference; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of the Equipment..
- 7.4. Upon termination of this Agreement for any reason, Tenant will remove its Equipment within ninety (90) days.

**8. DEFAULT.**

- 8.1. In the event there is a default by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Landlord will not hold this Agreement in default so long as the work required is being done continuously and diligently. Landlord may not maintain any action or affect any remedies for default against Tenant unless and until Tenant has failed to cure the same with the time periods provided in this paragraph.
- 8.2. In the event there is a default by the Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such default. After receipt of such written notice, Landlord shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, Tenant will not hold this Agreement in default so long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against Landlord unless and until Landlord has failed to cure the same with the time periods provided in this paragraph.

- 8.3. If neither party is in default but either party acts in a way that is contrary to the Agreement and the terms and provisions in this Agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies, against the breaching party, that are available according to the laws of the state in which the Property is located.

## **9. INDEMNIFICATION.**

- 9.1. Landlord shall indemnify, defend (using legal counsel reasonably acceptable to Tenant) and save Tenant harmless from and against any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Landlord's occupation, use, or improvement of the Site, or that of its employees, agents, or contractors; (b) Landlord's breach of its obligations hereunder; or (c) any act or omission of Landlord or any officer, agent, employee, guest or invitee of Landlord, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Tenant or its agents or employees.
- 9.2. Tenant shall indemnify, defend (using legal counsel reasonably acceptable to Landlord) and save Landlord harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Tenant's occupation, use or improvement of the Site, or that of its employees, agents, or contractors; (b) Tenant's breach of its obligations hereunder; or (c) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or its agents or employees.

## **10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUTOF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.**

- 11. INSURANCE.** Throughout the Term of this Agreement, Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may obtain. Landlord shall be named an additional insured on all such policies and coverages.
- 12. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following

the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

LANDLORD:           Wabash Valley College  
                          233 E Chestnut St.  
                          Olney, IL 62450

TENANT:               Skybeam, LLC dba Rise Broadband  
  
                          61 Inverness Dr. E, Suite 250  
  
                          Englewood, CO 80112  
  
                          Attn: Contract Administration

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

**13. DUTIES OF TENANT.** Tenant agrees:

- 13.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense.
- 13.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.
- 13.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.
- 13.4. To keep the Site free of mechanics and materialmen's liens.
- 13.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Landlord, or if applicable, other Tenants of the Site. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference.

**14. DUTIES OF LANDLORD.** Landlord agrees:

- 14.1. To permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.
- 14.2. To allow installation of an electrical meter accessible to the Equipment.

- 14.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof. Permitting any use which Tenant does find to interfere with Tenant's operations will constitute a breach of this Agreement.
- 14.4. To notify Tenant in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.65 GHz, and 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Allowing the use or signing a subsequent lease that would allow use of these frequencies and bands will constitute a breach of this Agreement.

## **15. REGULATORY COMPLIANCE.**

- 15.1. Landlord hereby certifies that the Structure is in full compliance with any and all applicable Federal Communications Commission ("FCC") antenna registration, Federal Aviation Administration ("FAA"), or painting and lighting or similar requirements. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, liability, or cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.
- 15.2. Landlord hereby certifies that it has completed all appropriate analysis and/or obtained necessary approvals for the Site with respect to any obligations for evaluation under any and all applicable environmental or historic preservation laws including, but not limited to, the National Environmental Policy Act ("NEPA"), the National Historic Preservation Act ("NHPA"), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction now effective or hereinafter enacted or amended. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government imposed fines and/or forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant law, rule, or regulation.

## **16. MISCELLANEOUS.**

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.
- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.
- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term "Confidential Information" means the existence and

terms and conditions of this Agreement, and all non-public information about the disclosing party's business or activities, which shall include all business, financial, technical, and other information of such party. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

- 16.4. **Governing Law** - This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Colorado, without regard to its conflict of law provisions.
- 16.5. **Attorneys' Fees** - If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a party, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other party, the other party shall indemnify and hold the first party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.
- 16.6. **Waivers** - Any waiver of any provision of, or right included in, this Agreement must be in writing and signed by the party whose rights are being waived. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right.
- 16.7. **Modifications** - No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by authorized representatives of both parties.
- 16.8. **Severability** - The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement; and, if any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
- 16.9. **Relationship**. The parties act as independent contractors, and do not intend to create a joint venture, partnership or any agency relationship between themselves or their respective successors in interest.
- 16.10. **Survivability** - The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

16.11. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.

16.12. Counterparts - This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.

16.13. Approval - All provisions and terms are subject to final approval of appropriate officers of Tenant. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

**Tenant:**

Skybeam, LLC dba Rise Broadband

**Landlord:**

Illinois Eastern Community Colleges/ Wabash Valley College

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

**Name:** Nancy C. Hankins

**Title:** VP, Procurement and Contracts

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

March 11, 2019

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

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

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

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

Mr. Rodney Ranes  
President  
IECC/Olney Central College  
305 N. West Street  
Olney, IL 62450

Re: Space at 305 N. West Street, Olney, IL, 62450  
Renewal of University Lease No. 501371-1265

Dear Mr. Ranes,

Southern Illinois University hereby exercises its option to renew the lease for 120 gross square feet of space located at 305 N. West Street, Olney, IL, pursuant to Section #5, "Renewal Option," of University Lease No. 501371-1265 entered into by and between IECC/Olney Central College and the Board of Trustees of Southern Illinois University. In accordance with this written notice, the lease is extended for one (1) year, beginning July 1, 2019 and ending June 30, 2020 under the terms and conditions contained in the lease.

Following review and signature, please return one copy of this written notice to the address listed below. Thank you for your assistance.

Sincerely,

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY

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

Karen Torricelli  
Director of Procurement Services  
SIU School of Medicine, for  
J. Kevin Dorsey, M.D.  
Interim President

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

Mr. Rodney Ranes  
President  
IECC/Olney Central College  
305 N. West Street  
Olney, IL 62450

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

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

UNIVERSITY LEASE NO.

LEASE

THIS LEASE is made and entered into by and between IECC/OLNEY CENTRAL COLLEGE, a community college doing business at 305 N. West Street, Olney, IL 62450 (hereinafter referred to as "Lessor") and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Carbondale, Illinois, for and on behalf of its School of Medicine (hereinafter referred to as "Lessee").

WITNESSETH:

1. PREMISES. For and in consideration of the agreements, covenants and conditions hereby mutually undertaken to be kept and performed by the parties, Lessor does hereby demise and Lease to Lessee, and Lessee hereby accepts and leases from Lessor, subject to the provisions of this Lease, the premises described on Exhibit C commonly known as 305 N. West Street, Olney, IL 62450 (hereinafter referred to as "Demised Premises"). A description of usage by square foot in the facility will be listed in the attached Exhibit B.

2. TERM. The initial term of this Lease shall be for a period of 12 months, said term to begin on July 1, 2018 and continue in full force and effect through June 30, 2019 as provided herein. Lessor agrees that Lessee's obligation to make payments under this Lease is limited and solely restricted to nonappropriated funds which are received and retained by Lessee in its own treasury and only available for expenditures by Lessee in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall Lessee be obligated to expend funds appropriated to Lessee by the State of Illinois to make payments under this Lease.

3. PURPOSE. The purpose of this Lease is the lawful use of the above described premises for the operation of the SIU School of Medicine but no other purpose without the prior written consent of Lessor, which shall not unreasonably be withheld. Breach of this paragraph shall be considered a default, and if not cured by Lessee within a reasonable period of time (not to exceed 60 days) after receipt of notice of such default, Lessor shall have the right to terminate this Lease upon notice hereof.

4. RENTAL PAYMENT. Lessee covenants and agrees to pay to the Lessor beginning July 1, 2018 as rent for the Demised Premises during the term, as described in Exhibit A, and by the following:

A. Base Rent. For the initial period beginning July 1, 2018 and ending on June 30, 2019, the sum of One Thousand Five Hundred dollars (\$1,500.00).

B. Rental Payments. Rental due under this Lease shall be payable in equal monthly payments of One Hundred Twenty Five dollars (\$125.00) for approximately 120 square feet.

5. RENEWAL OPTION. Provided that this Lease is in full force and effect, and that Lessee is not in default hereunder, Lessee shall have the option to renew this Lease for four 1-year terms, beginning July 1, 2019. The rent for these renewal terms shall be calculated as described in Exhibit A. Rental shall be payable monthly for each renewal term. All other terms and conditions of this Lease shall apply to the renewal terms. Lessee may exercise the option to renew this Lease by giving to Lessor written notice of Lessee's election to exercise this renewal option at least ninety (90) days prior to the expiration of the current term.

6. MAINTENANCE AND REPAIRS.

A. Lessor's Obligations. During the Lease term and any renewal thereof, Lessor shall at its cost and expense: (i) maintain the interior, including floor coverings, of the Demised Premises in good repair; (ii) paint or otherwise decorate all parts of the interior of the Demised Premises periodically, as mutually agreed to by Lessor and Lessee; (iii) maintain and service the heating, air conditioning, plumbing, electrical, water and sewage equipment systems, fire and security alarm systems, fire and outside sprinkler systems, elevator and all lines and pipes; (iv) keep the Demised Premises free from any infestations of insects, rodents, bugs or other animals; (v) maintain the interior of the Demised Premises in compliance with all Federal, State and local statutes, ordinances, rules and regulations as they now exist or may hereafter provide; and (vi) maintain interior and exterior signage, locks, building security and key control. Lessor will make good any damage to plate glass within the interior and exterior of the Demised Premises and, if breakage occurs, immediately install plate glass of similar size and quality in place of any which might be damaged. Lessor shall furnish all necessary janitorial services including window washing, building supplies and maintenance, rubbish and biohazard waste removal, snow removal and lawn care.

Lessor shall be responsible for (i) repavement of or replacement to the parking facilities provided by Lessor for tenants of the Demised Premises; (ii) major structural repairs to the Demised Premises, including replacement of the roof and repairs to the foundation of the Demised Premises; (iii) repairs, alterations, reconstruction or improvements required in order to be in compliance with the Americans with Disabilities Act, or any similar law; (iv) repairs, alterations, reconstruction or improvements required in order to be in compliance with federal, state or local environmental laws; and (v) repair and replacement of the heating, ventilation and air conditioning systems servicing the Demised Premises, except as arising from misuse by Lessee.

If Lessor fails to make any improvements agreed upon in this Lease Agreement, then the Lessee may reduce its lease payments to the Lessor in an amount equal to the corresponding percentage of the improvement value to the lease value. Such penalty shall continue until the Lessor complies with the lease and the improvements are certified by the Lessee.

B. Building Access. Lessee agrees to permit the Lessor or its agents at all reasonable times after reasonable advance notice to enter upon the premises for making repairs or examining the premises or, during the last sixty (60) days of Lessee's tenancy, showing the same.

7. UTILITIES. Lessor shall subscribe in its own name and pay the cost of all natural gas, electricity, water, sewer, internet, and telephone service consumed by Lessee during the term of this Lease.

8. FIXTURES, EQUIPMENT AND REMODELING. Upon prior notice to Lessor, Lessee may install at its own expense upon or within the Demised Premises any fixtures or equipment, or undertake such alterations or remodeling as Lessee deems necessary to adapt the same to the use and occupancy of Lessee, provided that no remodeling shall be undertaken without Lessor's written approval, which approval shall not be withheld unreasonably. Prior to commencing any such remodeling or renovation, Lessee shall provide copies of plans therefor to Lessor for Lessor's approval, which approval shall not be withheld unreasonably. Any such fixtures or equipment, including, without limitation, medical or surgical fixtures, installed by Lessee shall remain the property of Lessee. Upon the expiration of the Lease term, Lessee shall remove from the Demised Premises any fixtures or equipment installed by Lessee which Lessor requires to be removed upon Lessee's vacation of the Demised Premises, provided that in such event, Lessee shall repair any damage occasioned by such removal to the reasonable satisfaction of Lessor. All medical or surgical fixtures and equipment installed by Lessee may be removed by Lessee.

9. COMMON AREAS. As used in this Lease, the term "common areas" means, without limitation, the hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, parking areas, loading areas, trash facilities and all other areas and facilities in and around the building which are provided and designated from time to time by Lessor for the general nonexclusive use and convenience of Lessee with other Lessees of the building and their respective employees, invitees, licensees or other visitors. Lessor grants Lessee, its employees, invitees, licensees and other visitors a nonexclusive license for the Lease term to use the common areas in common with others entitled to use the common areas including, without limitation, Lessor and other tenants of the building, and their respective employees, invitees, licensees and visitors, and other persons authorized by Lessor. Subject to the terms and conditions of this Lease, Lessor will have the right, upon reasonable notice to Lessee, to:

A. Establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operations of the common areas, provided such rules do not deprive Lessee of the substantial benefit and enjoyment of the premises;

B. Close off any of the common areas to whatever extent required in the reasonable opinion of Lessor and its counsel to prevent a dedication of any of the common areas or the accrual of any rights by any person or the public to the common areas, provided such closure does not deprive Lessee of the substantial benefit and enjoyment of the premises;

C. Temporarily close any of the common areas for maintenance, alteration or improvement purposes, provided such closure does not deprive Lessee of the substantial benefit and enjoyment of the premises;

D. Select, appoint or contract with any person for the purpose of operating and maintaining the common areas, subject to such terms and at such rates as Lessor deems reasonable and proper, it being understood that Lessor will pay all costs for such a contract; and

E. Change the size, use, shape or nature of any such common areas, provided such change does not deprive Lessee of the substantial benefit and enjoyment of the premises. So long as Lessee is not thus deprived of the substantial use and benefit of the

premises, Lessor will also have the right at any time to change the arrangement or location of, or to regulate or eliminate the use of, any concourse, parking spaces, garage, or any elevators, stairs, toilets or other public conveniences in or about the building, provided such disclosure does not deprive Lessee of the substantial benefit and enjoyment of the premises.

Lessor shall maintain and repair the premises; the fixtures, equipment and appurtenances in the premises exclusive of improvements, fixtures, equipment, and appurtenances placed or constructed thereon by or under the control of Lessee; the common areas, including lobbies, stairs, elevators, corridors and restrooms; the windows in the building; the mechanical, plumbing and electrical equipment serving the building; and the structure of the building, in reasonably good order and condition, except for damage caused by the negligent or willful acts or omissions of Lessee, Lessee's agents or employees, or by the failure of Lessee to perform or comply with any terms, conditions or covenants in this Lease, which damage will be repaired by Lessor at Lessee's expense.

Lessor shall furnish the premises with the following services twenty-four (24) hours a day, seven days a week:

1. Water for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by Lessor;
2. Passenger elevator service, if same is available in the building, in common with other lessees of the building;
3. Window washing of all exterior windows in the premises, if applicable, as needed and at least two (2) times per year, weather permitting;
4. General heat and air conditioning for the building; and
5. Trash collection.

Lessor shall in no event be obligated to furnish any services or utilities, other than those specified in the paragraph above. If Lessor elects to furnish services or utilities requested by Lessee in addition to those specified in the paragraph above, Lessee shall pay to Lessor Lessor's then prevailing and competitive rates for such services and utilities, within thirty (30) days after receipt of Lessor's invoices therefor.

10. INSURANCE. Lessor shall keep the Demised Premises insured against loss or damage by fire or other casualty to the extent of the full insurable value thereof, including all renovations, remodeling, alterations, additions and changes made by either party thereto, which insurance shall be carried for the mutual benefit of the parties to this Lease in proportion to their interest in the premises during the Lease term. Lessee shall be named as an insured party under said policy or policies of insurance to the extent of any prepaid rent. Lessor shall further obtain and maintain all risk insurance coverage on Lessor's equipment leased to Lessee under this Agreement at the expense of Lessor. All insurance proceeds collected shall be used by Lessor to achieve full compliance with the obligations of Lessor under this Lease.

Lessor shall deliver a certificate to Lessee evidencing the aforesaid insurance coverage carried by Lessor prior to the beginning of the Lease term. Lessor shall give Lessee at least thirty (30) days' advance written notice prior to cancellation of any of the aforesaid insurance. In the event Lessor fails to maintain the required insurance, Lessee may terminate this Lease or may obtain

alternate insurance and deduct the premium and all associated costs thereof from the rental under this Lease. In the event Lessee terminates this Lease, Lessee shall be entitled to the rebate of a pro rata share of any advance rental payments. Lessee may obtain and maintain any other insurance that Lessee desires on the demised premises or on the personal property thereon at the expense of Lessee.

A. Public Liability and Property Damage Insurance Coverage. During the Lease term, Lessee shall maintain a program of self-insurance with comprehensive and general liability insurance coverage with minimum liability limits of \$1,000,000 per incident for personal injury or death to any one person and \$3,000,000 for personal injury or death in the aggregate and a minimum limit of \$100,000 for property damage. Lessee shall deliver a certificate to Lessor evidencing the aforesaid coverage maintained by Lessee prior to the beginning of the Lease term.

During the Lease term, Lessor agrees to maintain a self-insurance program or purchase commercially available insurance, at its option, with comprehensive and general liability insurance providing coverage for loss, suits for damage, and damages claimed to be directly or indirectly, in whole or in part, due to any act or omission or negligence of Lessor, its employees or agents, with minimum liability limits of \$1,000,000 per incident for personal injury or death to any one person and \$3,000,000 for personal injury or death in the aggregate and a minimum limit of \$100,000 for property damage. Lessor shall deliver a certificate to Lessee evidencing the aforesaid coverage maintained by Lessor prior to the beginning of the Lease term.

B. Cancellation. Lessee's insurance shall not be canceled without thirty (30) days' prior written notice to Lessor. Lessor's insurance shall not be cancelled without thirty (30) days' prior written notice to Lessee. In the event Lessee fails to maintain the required insurance, Lessor may (i) terminate this Lease, or (ii) obtain alternate insurance, and the premium and all associated costs shall be considered as rental under Paragraph 3 of this Lease. Lessee may obtain and maintain any other insurance that Lessee desires on the Demised Premises or on its personal property thereon at the expense of Lessee. In the event Lessor fails to maintain the required insurance, Lessee may (i) terminate this Lease, or (ii) obtain alternate insurance.

11. PEACEABLE POSSESSION. Lessor covenants that Lessor has the right to make this Lease, and that in the event Lessee shall fully, faithfully and timely perform all its obligations under this Lease without default, Lessee shall have the right to quiet and peaceable possession of the Demised Premises for the uses intended without interruption by Lessor or others claiming under Lessor.

In the event Lessor ceases to have the right to make this Lease, Lessee shall have the right to immediately terminate this Lease upon written notice to Lessor, and Lessee shall be entitled to the rebate of a pro rata share of any advance rental payments.

In the event that any claims are brought or actions filed against Lessee with respect to the Lessor's covenants herein contained, Lessor agrees, at its cost and expense, to defend against said claims or actions on behalf of Lessee and to indemnify Lessee for and hold Lessee harmless from any judgments against Lessee.

12. ASSIGNMENT OR SUBLETTING. Lessee, without the prior written consent of Lessor, shall not sublease, assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Lessee in this Lease, in whole or in part, by operation of law or otherwise. If Lessee desires to enter into any sublease of the premises, Lessee shall deliver written notice thereof to Lessor, together with a copy of the proposed sublease agreement at least sixty (60) days prior to the commencement date of the term of the proposed sublease. Any such subletting or assignment shall require the prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be allowed to sublet, assign or otherwise transfer the Lease to any entity wholly or partially controlled or owned by Lessee or any affiliate or subsidiary of Lessee.

In the event of any approved sublease or assignment, Lessee shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease and any expansion space included in the premises.

13. NOTICES. All notices hereunder shall be in writing and shall either be served upon the party to whom the same is given or mailed certified or registered mail, postage prepaid, to the following address:

TO LESSOR:            IECC/Olney Central College  
                              305 N. West Street  
                              Olney, IL 62450  
                              Attention: Rodney Ranes, President

TO LESSEE:            THE BOARD OF TRUSTEES OF  
                              SOUTHERN ILLINOIS UNIVERSITY  
                              SIU School of Medicine  
                              Attention: Gary P. Pezall, P.E.  
                              Capital Planning and Service Operations  
                              P.O. Box 19614  
                              Springfield, IL 62794-9614

or to such other addresses as a party may establish by prior written notice to the other.

14. NON-WAIVER OF RIGHTS. Failure of Lessor or Lessee to exercise any rights hereunder or enforce any covenants of this Lease in any instance shall not constitute a waiver of such rights in any other instance.

15. HOLDING OVER. In the event that Lessee holds over beyond the end of the term of this Lease, said holding over shall not constitute a renewal of the term, and Lessee shall thereafter be a month-to-month tenant in accordance with the terms and conditions of this Lease in effect immediately prior to expiration of the original Lease term, but in any event such hold over shall not last longer than 6 months.

16. SUCCESSORS AND ASSIGNS. This Lease shall be binding on the respective parties hereto and their successors and assigns.

17. GOVERNING LAW. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

18. ENTIRE AGREEMENT. This Lease constitutes the entire understanding between Lessor and Lessee, and any amendment hereto shall be in writing and duly signed by both Lessor and Lessee.

19. NO PARTNERSHIP. Lessor shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Lessee or any party associated with Lessee in the conduct of its business or otherwise.

20. ACCEPTANCE OF PREMISES. Lessee has examined the said premises before taking possession, and Lessee's entry into possession without objection shall constitute conclusive evidence that as of the date thereof the Demised Premises were clean, in good order and repair and in satisfactory condition, subject to any work that Lessor may be required to perform in the Demised Premises prior to the Effective Date, and subject to any latent defects.

21. WASTE AND TRASH REMOVAL. Lessor shall at all times keep the interior of the premises clean, neat and in an orderly condition and will not make or suffer any waste on the premises.

22. DESTRUCTION.

A. If the Premises are damaged by fire or other casualty and cost of restoration, as estimated by Lessor, will equal or exceed 50% of the replacement value of the Premises, then no later than the 30<sup>th</sup> day following the occurrence of the damage either Lessor or Lessee may terminate this Lease by giving the other written notice. But regardless of the amount of damage, if Lessor notifies Lessee that Lessor will restore the Demised Premises and Lessor commences repairs in good faith, then Lessee will have no right to terminate this Lease. Lessee shall surrender possession of the Demised Premises on the termination date and the parties shall apportion the rent as of the date of termination. Lessor shall repay any rent paid by Lessee for any period beyond the date the damage occurred.

B. If this Lease is not terminated under Section 22.A., then, to the extent that insurance proceeds are available to Lessor therefore, Lessor shall restore the Demised Premises to its condition immediately preceding the occurrence of the damage to the extent possible, with reasonable promptness, subject to delays beyond Lessor's reasonable control and delays in the making of insurance settlements, and Lessee will have no right to terminate this Lease. Notwithstanding anything to the contrary in this Section 22, if Lessor is unable to restore the Demised Premises to its condition immediately preceding the occurrence of the damage within 90 days after the occurrence of the damage, then Lessee may terminate this Lease by giving Lessor written notice of termination. Lessee, not Lessor, shall restore fixtures, equipment, furniture and other personal property owned by Lessee. If Lessee is unable to use the Demised Premises for its intended use as the result of a fire or other casualty, the rent will be abated on a per diem basis until the Premises is able to be used for its intended purpose. If Lessee is able, in Lessee's reasonable judgment, to use any portion of the Demised Premises for its intended

purpose, the rent will be abated on a per diem basis for the pro rata portion of the Premises which Lessee is unable to use because of such damage.

If the Demised Premises shall be partially damaged by any casualty insurable under the Lessee's insurance policy, Lessor shall be entitled to receive all insurance proceeds, and Lessor, upon receipt of the insurance proceeds, shall repair the same and the minimum rent shall be abated proportionately as to the portion of the Demised Premises rendered untenable during the period it remains untenable. If the Demised Premises (i) by reason of such occurrence are rendered wholly untenable, (ii) the building or the Demised Premises should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (iii) if the building is damaged to such an extent that the Demised Premises cannot in the sole judgment of Lessor be operated for the purposes for which it is intended and such damage is caused by any casualty insurable under the Lessee's insurance policy, Lessor shall be entitled to receive all insurance proceeds, and Lessor, upon receipt of the insurance proceeds, then in such event, Lessor may either elect to repair the damage or may cancel this Lease with the Lessee by notice of cancellation within thirty (30) days after such event and thereupon this Lease shall expire, and Lessee shall vacate and surrender the Demised Premises. The Lessee's liability for rent shall cease upon the termination of this Lease. In the event Lessor elects to repair the damage insurable under Lessee's policies, any abatement of rent shall end five (5) days after notice by Lessor to Lessee that the Demised Premises have been repaired. If the damage is caused by the negligence of Lessee or its employees or agents, there shall be no abatement of rent.

If Demised Premises shall be completely damaged or destroyed, this Lease shall terminate effective on the date of such damage or destruction.

23. SURRENDER OF PREMISES. Lessor shall have the right to require Lessee to remove all or part of Lessee's remodeling and renovation or leave such remodeling and renovation in place upon the Demised Premises upon any termination of this Lease. The Lessee will yield to Lessor the Demised Premises together with all remodeling, renovation and repair work done by Lessee which Lessor requires to remain and all additions thereto except Lessee's medical or surgical fixtures and equipment, at the termination of the tenancy in good and tenantable condition as remodeled, reasonable wear and tear, damage by fire or other casualties and condemnation appropriation by eminent domain excepted.

24. HAZARDOUS ACTIVITIES. Lessor warrants that as of the Effective Date, Lessor has not used the property nor any portion thereof for the production, release or disposal of hazardous or toxic wastes or material as defined by any federal, state or local law, ordinance or regulation relating to environmental conditions. Lessee covenants that it shall not generate, store, handle or otherwise deal with hazardous or toxic waste, substance or material in the Demised Premises in violation of any applicable environmental laws. Lessor, with respect to activities other than for which Lessee is obligated hereunder, and Lessee with respect to those matters for which it is obligated hereunder shall each comply with and perform all the obligations of Federal and Illinois environmental disclosure and clean-up requirements applicable to it and all obligations of a transferor.

25. COMPLETE AGREEMENT OF PARTIES. This Lease contains the complete agreement among the parties with reference to the leasing of the property.

26. INDEMNIFICATION. To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, Lessee hereby covenants and agrees that it shall indemnify and hold harmless Lessor from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees, and damages, both real and alleged, arising out of any failure of Lessee to comply with the material terms of this Lease, or the negligent acts and omissions of Lessee and its employees, acting within the scope of their employment, in connection with this Lease, provided that said claims have not been caused in whole or in part by an act or omission of the Lessor. The parties agree that all claims against University are subject to the Illinois Court of Claims Act (705 ILCS 505 /et seq./). Lessor hereby covenants and agrees that it shall indemnify and hold harmless Lessee from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees, and damages, both real and alleged, arising out of any failure of Lessor to comply with the material terms of this Lease or the negligent acts or omissions of Lessor and its employees, agents, and servants in connection with this Lease or the premises, provided that said claims have not been caused in whole or in part by an act or omission of the Lessee.

27. REMEDIES OF LESSOR.

A. Payment of Money. In the event that Lessee should fail to pay after thirty (30) days' prior written notice thereof to Lessor by registered or certified mail, return receipt requested or service of such notice to cure each violation, after the same shall become due and payable, any of the monthly or other payments or installments or rents reserved or any other payment of money herein required to be made; or

B. Abandonment. If Lessee vacates or abandons the premises while at the same time not paying any rent when due hereunder; or

C. Non-Monetary Defaults. If Lessee shall fail to keep or shall violate any other covenants, promises, conditions, stipulations or agreements herein contained, and required on the part of the Lessee to be kept and performed, and if any such failure or violation shall have continued for a period of thirty (30) days, or such additional time, if any, reasonably necessary in the exercise of Lessee's best commercial diligence, to promptly and diligently cure the default, after the Lessor shall have given written notice by registered or certified mail, return receipt requested or service of such notice to cure each violation or failure then Lessor, at its option may terminate this Lease and re-enter the Demised Premises by summary proceedings or otherwise, expel Lessee and remove all property therefrom and add the cost thereof to the rentals to be paid hereunder, in which event such cost shall be due and payable at the next rental payment due date for the minimum monthly rental as set forth under the terms of this Lease, and Lessee shall remain liable for the equivalent of the amount of all rent reserved herein, less the avails of reletting, if any, after deducting therefrom the reasonable cost of obtaining possession of the Demised Premises, and any repairs and alterations necessary to prepare them for reletting.

28. TERMINATION.

A. Lessor, upon written notice to Lessee, may terminate this Lease if this Lease terminates or expires or Lessee takes or fails to take any action under this Lease that gives rise to the right of Lessor to exercise the remedies of Lessor under this Lease.

B. Lessor may terminate this Lease, upon written notice to Lessee, if Lessee breaches a material provision of this Lease, and such breach continues for 30 days after Lessee receives written notice of the breach from Lessor. This 30-day period shall be extended for such additional period of time as may reasonably be necessary to cure such breach, if such breach, by its nature, cannot be cured within 30 days, provided that Lessee commences to cure such breach within such 30-day period and continues diligently to effect such cure until completed.

C. If Lessee defaults in the payment of any installment of Rent when due, Lessor shall give written notice of such default to Lessee and if the same is not cured within thirty (30) days, Lessor may, if Lessor so elects, but not otherwise, either forthwith terminate this Lease and Lessee's right to possession of the premises or, without terminating this Lease, forthwith terminate Lessee's right to possession of the premises.

D. If Lessee defaults in the prompt and full performance of any other provision of this Lease and if, within thirty (30) days after written demand is made by Lessor, such default is not remedied, or prompt and full performance is not accomplished by Lessee, or Lessee has not promptly instituted and is not vigorously pursuing such remedies as are necessary to rectify such default, or if Lessee abandons and stops paying rent on the premises, then and in any such event, Lessor may, if Lessor so elects, but not otherwise, forthwith terminate this Lease and Lessee's right to possession of the premises or without terminating this Lease, forthwith terminate Lessee's right to possession of the premises.

E. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession, vacate the premises, and remove Lessee's personal property and equipment at the expiration of the applicable term, if Lessee so elects, and delivers possession of the premises to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the premises in such event with process of law, and to repossess Lessor of the premises as of Lessor's former estate and to expel or remove Lessee and any others who may be occupying or be within the premises and to remove any and all property therefrom using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to damages or any other right given to Lessor hereunder or by operation of law. Notwithstanding any other provisions set forth in this paragraph, Lessor agrees to abide by the requirements of the Forcible Entry and Detainer Statutes of the State of Illinois.

F. Upon any termination of Lessee's right to possession only, without terminating this Lease, Lessor may, at Lessor's option, enter into the premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as in subparagraph (d) above, without such entry and possession terminating this Lease or releasing Lessee, in whole or part, from Lessee's obligation to pay Rent hereunder for the full lease term. If Lessor relets the premises, or any portion thereof, any proceeds from such reletting shall first be applied against the cost and expenses of reletting the premises including, but not limited to, all brokerage, advertising, legal, alteration, and other reasonably necessary expenses incurred to secure a new tenant for the premises. If the consideration collected by Lessor upon any such reletting for Lessee's account after payment of the expenses of reletting the premises is not

sufficient to pay monthly the full amount of the Rent reserved in this Lease, Lessee shall pay to Lessor the amount of each monthly deficiency as it becomes due upon demand.

G. If either party should default under the terms of this Lease and such default is not cured in accordance with the terms hereof, the non-defaulting party shall be entitled to all reasonable costs, charges, expenses and attorneys' fees incurred by the non-defaulting party in connection therewith.

H. Lessee may terminate this Lease, upon written notice to Lessor, if Lessor breaches a material provision of this Lease, and such breach continues for thirty (30) days after Lessor receives written notice of the breach from Lessee. This thirty (30) day period shall be extended for such additional period of time as may reasonably be necessary to cure such breach, if such breach, by its nature, cannot be cured within thirty (30) days, provided that Lessor commences to cure such breach within such thirty (30) day period and continues diligently to effect such cure until completed.

I. Lessee, or Lessor, may terminate this lease without cause with mutual agreement between parties with 90 days prior written consent.

29. WAIVER OF BREACH. No waiver of any breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such or any other covenant or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof by either party.

30. CORPORATE AUTHORITY. This Lease is executed by the Lessee pursuant to authority given by its Board of Trustees.

31. TIME OF ESSENCE. Time shall be the essence of this Lease.

32. EQUAL EMPLOYMENT OPPORTUNITY. The Equal Employment Opportunity Clause, attached hereto as Exhibit D shall be a material part of this Lease.

33. LEGAL COMPLIANCE. Nothing in this Lease shall be construed as an offer or payment by one party to the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending or arranging the purchase, lease, or order of any item or service. The parties intend and agree that all amounts paid under this Agreement are intended to reflect, and do reflect fair market value for the services rendered. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

34. DISCLOSURE UNDER CORRUPT PRACTICES ACT. The "Disclosure under the Corrupt Practices Act" forms completed by Lessor and attached hereto as Exhibit E, shall be a material part of this Lease.

35. COMPLIANCE WITH LAW. To the extent applicable, Lessor hereby gives written assurance that it will comply with, and will cause its affiliates to comply with all United States export control laws and regulations governing the exports and re-exports of technical data or commodities made under this Lease, including, but not limited to, the U.S. Department of Commerce's Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. Lessor bears sole responsibility for any violation of

such laws and regulations by itself or its affiliates, and that it will indemnify, defend and hold Lessee harmless for the consequences of any such violation.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

RECOMMENDED BY:

LESSEE:

\_\_\_\_\_  
Jerry Kruse, MD, MSPH  
Dean and Provost  
SIU School of Medicine

\_\_\_\_\_  
Carlo Montemagno  
Chancellor  
Southern Illinois University

APPROVED BY:

LESSOR:

BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529/OLNEY  
CENTRAL COLLEGE

LESSEE:

BOARD OF TRUSTEES  
SOUTHERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Signature

G. Andrew Fischer

Printed Name

Chairman, IECC Board of Trustees

Title

06-19-2018

\_\_\_\_\_  
Dr. Randy J. Dunn

President

Southern Illinois University

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

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

## RENTAL PAYMENTS

<b>Year</b>	<b>Lease Period</b>	<b>Gross Sq. Ft.</b>	<b>Cost Per Month</b>	<b>Total Payment</b>
Initial Term	7/1/18 – 6/30/19	120	\$125.00	\$1,500.00
Renewal Options:				
Year #1	7/1/19 – 6/30/20	120	\$125.00	\$1,500.00
Year #2	7/1/20 – 6/30/21	120	\$125.00	\$1,500.00
Year #3	7/1/21 – 6/30/22	120	\$125.00	\$1,500.00
Year #4	7/1/22 – 6/30/23	120	\$125.00	\$1,500.00

**EXHIBIT B**

**FACILITY USAGE BY SQUARE FEET**

<b>Room No.</b>	<b>1. <u>DESCRIPTION</u></b>	<b>Total Sq Feet</b>
	Office Space	120

**EXHIBIT C**

**DESCRIPTION OF PREMISES**

## EXHIBIT D

### STATE OF ILLINOIS CERTIFICATIONS

**By executing this Contract Lessor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:**

1. Equal Employment Opportunity. The Lessor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 2-105 of the Illinois Human Rights Act is incorporated herein. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Lessor agrees to incorporate this clause into all subcontracts under this Contract, and agrees to comply with the provisions of the Equal Employment Opportunity clause attached hereto as Exhibit E.
2. Educational Loan Default; Debt Delinquency. If the Lessor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3). Neither Lessor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
3. Criminal Convictions. Lessor has not been barred from contracting as a result of conviction of any of the following crimes: bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state; bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a)); felony committed by any officer, director, partner or other managerial agent of Lessor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
4. Employment Vacancies. Lessor certifies that, for the duration of this contract it will:
  - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
  - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
  - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is

for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

5. Inducement to Refrain from Bidding. Lessor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Lessor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
6. Employment of Former State Officers or Employees. Lessor is not in violation of the “Revolving Door” prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).
7. Membership in Discriminatory Clubs. Lessor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
8. Certain Service Contracts (does NOT apply to contracts for professional or artistic services). If this is a service contract as defined in 30 ILCS 500/25-80, Lessor (i) will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract. This certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Lessor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
9. Printing Services. If this Contract includes printing services in any amount, Lessor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
10. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) or by the labor of any child under the age of 12 (30 ILCS 584/10).

11. International Boycott (applies to contracts which exceed \$10,000). Neither Lessor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
12. Steel Products. If steel products to be used or supplied for the “construction, reconstruction, alteration, repair, improvement or maintenance” of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).
13. Lead Poisoning Prevention Act (410 ILCS 45). If Lessor is the owner of residential buildings in Illinois, Lessor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
14. Collection of Illinois Use Tax. Neither Lessor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
15. EPA Violation. Lessor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
16. Drug Free Workplace (applies to contracts which exceed \$5,000). If Lessor employs 25 or more employees, Lessor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Lessor is an individual, Lessor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
17. State Board of Elections Registration. Lessor is either (1) not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160).
18. Legal Entity Authorized to Do Business in Illinois (does not apply to Lessors who are sole proprietors). Lessor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
19. Conflict of Interest. Lessor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Lessor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to

disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Lessor from having or continuing the Contract.

20. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Lessor to the University in University's vendor registration process is true and correct.
21. Audits. As required by 30 ILCS 500/20-65, Lessor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Lessor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.
22. Medicare/Medicaid and Other Federal Debarments. Neither Lessor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Lessor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Lessor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Lessor's employees and agents. See the following websites: <https://www.sam.gov/portal/SAM/##11> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Lessor becomes excluded during the life of this Contract.
23. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
24. IITAA Compliance (applies only to information technology contracts). Lessor acknowledges that all information technology, including electronic information, software, systems and

equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa) (30 ILCS 587).

25. The Contractor agrees that the University's obligation to make payments under this Agreement is limited and solely restricted to non-appropriated funds which are received and retained by the University in its own treasury and only available for expenditures by the University in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall the University be obligated to expend funds appropriated to the University by the State of Illinois to make payments under this Agreement. The Contractor agrees and understands that the University may terminate this Contract, without penalty, if funds are not appropriated by the State of Illinois, or any division thereof, or are reduced in such an amount, or funds are otherwise unavailable, such that the University cannot fulfill the terms of this Contract. The Contractor shall be paid for services provided up to the effective date of termination. (30ILCS 500/20-60(b))
  
26. Payment will be made upon satisfactory completion of all services, reports and/or other deliverables specified herein. Interest for any payment not made within sixty (60) days after satisfactory completion of services, reports, and/or other deliverables, shall be calculated as provided for under the Prompt Payment Act, 30 ILCS 540/.

All subcontracts of \$50,000 or more issued by Lessor under this Contract must include these Certifications, and, if applicable, the Financial Disclosures and Conflicts of Interest Form.

Lessor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract, Lessor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance. If the initial term of the contract extends over multiple fiscal years, Lessor and its subcontractors shall confirm compliance with this section no event later than January 1 of each year that the contract remains in effect.

**EXHIBIT E**  
**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

In the event of the Lessor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Lessor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Lessor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Lessor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Lessor in its efforts to comply with such Act and Rules and Regulations, the Lessor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portions of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subLessor. In the same manner as with other provisions of this contract, the Lessor will be liable for compliance with applicable provisions of this clause by such subLessors; and further it will promptly notify the contracting agency and the Department in the event any subLessor fails or refuses to comply therewith. In addition, the Lessor will not utilize any subLessor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Re: Public Contracts; last reviewed December, 1991)



**Agenda Item #8R**

**Affiliation Agreement with CVS Pharmacy – Pharmacy Technician – LTC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: June 18, 2019  
RE: Affiliation Agreement

An Affiliation Agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into an affiliation agreement for LTC's Pharmacy Technician Program with CVS Pharmacy, located in Lawrenceville, Illinois.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of May, 2019, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as COLLEGE) and CVS Pharmacy Lawrenceville, IL (hereinafter referred to as AGENCY).

*[Identify Above: Agency, City, and State]*

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of pharmacy service for observation and participation by the students and faculty of the COLLEGE'S Pharmacy Technician Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the Pharmacy Technician students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY personnel will retain full and final decisions for client care assigned to Pharmacy Technician students.
5. Students are responsibility for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

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

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

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior deemed disruptive or detrimental to AGENCY and/or its patients. In such even, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss a student from the COLLEGE Pharmacy Technician program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorney's fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participatns, agents, representatives and employees under this Agreement, including, but no limited to claims for personal injury, professional liability, or with respect to the failure to make proper payement of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation to the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients, care and AGENCY records.
9. Neither party hereto shall be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. The COLLEGE and the AGENCY acknowledge that this agreement will automatically renew on an annual basis for a period of (2) years. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party. .

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the \_\_\_\_\_ day of May, 2019.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Pharmacy Director

\_\_\_\_\_  
Pharmacy Technician Faculty Member

\_\_\_\_\_  
Pharmacy Administrator

\_\_\_\_\_  
College Dean

\_\_\_\_\_  
College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

4/9/2019

**Agenda Item #9**

**Bid Committee Report**

**None**

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
May 31, 2019**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$7,167,585.67</b>
<b>Operations &amp; Maintenance</b>	<b>\$658,430.95</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$709,751.04</b>
<b>Bond &amp; Interest</b>	<b>\$106,465.99</b>
<b>Auxiliary</b>	<b>\$358,269.43</b>
<b>Restricted Purposes</b>	<b>(\$58,568.88)</b>
<b>Working Cash</b>	<b>\$216,261.93</b>
<b>Trust &amp; Agency</b>	<b>\$420,850.48</b>
<b>Audit</b>	<b>(\$3,348.13)</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$727,455.13</b>
	<hr/>
<b>TOTAL ALL FUNDS</b>	<b>\$10,303,153.61</b>
	<hr/> <hr/>

Respectfully submitted,

Ryan Hawkins, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**May 31, 2019 & 2018**

	<b>ALL FUNDS</b>	
	<b>Fiscal Year 2019</b>	<b>Fiscal Year 2018</b>
<b>ASSETS:</b>		
CASH	\$ 10,303,154	\$ 12,091,818
IMPREST FUND	21,300	21,300
CHECK CLEARING	12,500	12,500
CDB PROJECT TRUST	76,064	-
INVESTMENTS	19,250,000	17,590,000
RECEIVABLES	3,807,214	3,798,069
ACCRUED REVENUE	-	-
INTERFUND RECEIVABLES	-	-
INVENTORY	452,424	507,898
OTHER ASSETS	462,250	456,087
FIXED ASSETS (Net of Depr)	16,386,967	17,511,917
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 50,771,873</b>	<b>\$ 51,989,589</b>
 <b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 188,357	\$ 217,247
ACCOUNTS PAYABLE	361,722	275,207
ACCRUED EXPENSES	-	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	3,729,190	3,571,479
L-T DEBT GROUP (FUND 9)	7,370,668	9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)	15,228,583	15,463,329
OTHER LIABILITIES	433,291	431,352
<b>TOTAL LIABILITIES:</b>	<b>27,311,811</b>	<b>29,350,164</b>
 <b>FUND BALANCES:</b>		
FUND BALANCE	27,646,513	27,602,175
INVESTMENT IN PLANT (Net of Depr)	16,386,967	17,511,917
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(22,599,251)	(24,854,879)
RESERVE FOR ENCUMBRANCES	2,025,833	2,380,212
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>23,460,062</b>	<b>22,639,425</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 50,771,873</b>	<b>\$ 51,989,589</b>

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 For the Periods Ended May 31, 2019 & 2018

	FY 2019 <u>YEAR-TO-DATE</u>	FY 2018 <u>YEAR-TO-DATE</u>
<b>REVENUES:</b>		
LOCAL GOVT SOURCES	\$ 7,399,414	\$ 7,041,412
STATE GOVT SOURCES	11,306,381	9,951,416
STUDENT TUITION & FEES	14,403,523	14,317,052
SALES & SERVICE FEES	2,983,224	2,995,548
FACILITIES REVENUE	30,072	15,939
INVESTMENT REVENUE	423,853	228,500
OTHER REVENUES	1,118,180	380,909
<b>TOTAL REVENUES:</b>	<u>37,664,647</u>	<u>34,930,776</u>
<b>EXPENDITURES:</b>		
INSTRUCTION	11,074,368	10,626,634
ACADEMIC SUPPORT	434,777	410,266
STUDENT SERVICES	1,530,410	1,416,290
PUBLIC SERV/CONT ED	14,051	2,530
OPER & MAINT PLANT	2,763,016	2,922,703
INSTITUTIONAL SUPPORT	8,561,565	7,577,379
SCH/STUDENT GRNT/WAIVERS	6,666,735	6,346,861
AUXILIARY SERVICES	5,066,873	4,541,923
<b>TOTAL EXPENDITURES:</b>	<u>36,111,795</u>	<u>33,844,586</u>
<b>TRANSFERS AMONG FUNDS:</b>		
INTERFUND TRANSFERS	<u>-</u>	<u>-</u>
<b>TOTAL TRANSFERS AMONG FUNDS:</b>	<u>-</u>	<u>-</u>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<u>\$ 1,552,852</u>	<u>\$ 1,086,190</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2017-2019**

College	Category	FISCAL YEAR 2017			FISCAL YEAR 2018			FISCAL YEAR 2019			% of Year
		Anticipated Budget	Spent Thru May	% of Bdgt	Anticipated Budget	Spent Thru May	% of Bdgt	Anticipated Budget	Spent Thru May	% of Bdgt	
Frontier	Bills		\$ 1,591,068			\$ 1,459,405			\$ 1,596,610		
	Payroll		1,965,139			1,956,422			2,088,284		
	Totals	\$ 4,089,274	3,556,207	87%	\$ 4,189,416	3,415,827	82%	\$ 4,550,604	3,684,894	81%	92%
Lincoln Trail	Bills		1,644,873			\$ 1,780,565			1,904,209		
	Payroll		1,973,620			2,114,066			2,233,469		
	Totals	\$ 4,198,705	3,618,493	86%	\$ 4,531,653	3,894,631	86%	\$ 4,788,234	4,137,678	86%	92%
Olney Central	Bills		1,956,256			2,073,206			2,144,974		
	Payroll		4,118,879			4,237,253			4,426,639		
	Totals	\$ 7,158,163	6,075,135	85%	\$ 7,303,330	6,310,459	86%	\$ 7,449,755	6,571,613	88%	92%
Wabash Valley	Bills		2,635,721			2,479,739			2,595,355		
	Payroll		2,896,381			2,749,381			2,968,961		
	Totals	\$ 6,124,837	5,532,102	90%	\$ 6,136,568	5,229,120	85%	\$ 6,236,897	5,564,316	89%	92%
Workforce Educ.	Bills		3,300,614			2,904,107			3,033,398		
	Payroll		1,252,950			1,098,267			1,121,109		
	Totals	\$ 5,106,047	4,553,564	89%	\$ 4,869,942	4,002,374	82%	\$ 4,258,339	4,154,507	98%	92%
District Office	Bills		271,572			291,238			296,758		
	Payroll		947,006			941,419			1,054,534		
	Totals	\$ 1,349,414	1,218,578	90%	\$ 1,614,463	1,232,657	76%	\$ 1,519,023	1,351,292	89%	92%
District Wide	Bills		1,384,746			1,600,326			1,806,838		
	Payroll		737,341			743,087			757,672		
	Totals	\$ 2,339,438	2,122,087	91%	\$ 2,705,152	2,343,413	87%	\$ 2,883,536	2,564,510	89%	92%
<b>GRAND TOTALS</b>		<b>\$30,365,878</b>	<b>\$26,676,166</b>	<b>88%</b>	<b>\$31,350,524</b>	<b>\$26,428,481</b>	<b>84%</b>	<b>\$31,686,388</b>	<b>\$28,028,810</b>	<b>88%</b>	<b>92%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**May 31, 2019**

	FY 2019		FY 2018		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 14,706,641	52.47%	13,839,894	52.37%	\$ 866,747	6.263%
Employee Benefits	2,482,157	8.86%	2,428,223	9.19%	53,934	2.221%
Contractual Services	1,032,195	3.68%	736,440	2.79%	295,755	40.160%
Materials	1,407,093	5.02%	1,292,752	4.89%	114,341	8.845%
Travel & Staff Development	214,136	0.76%	183,926	0.70%	30,210	16.425%
Fixed Charges	135,498	0.48%	145,904	0.55%	(10,406)	-7.132%
Utilities	1,112,541	3.97%	1,192,128	4.51%	(79,587)	-6.676%
Capital Outlay	158,078	0.56%	99,745	0.38%	58,333	58.482%
Other	6,780,471	24.19%	6,509,469	24.63%	271,002	4.163%
	<u>\$ 28,028,810</u>	<u>100.00%</u>	<u>26,428,481</u>	<u>100.00%</u>	<u>\$ 1,600,329</u>	<u>6.055%</u>

**Agenda Item #11**  
**Chief Executive Officer's Report**

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

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

**Agenda Item #14**

**Approval of Personnel Report**

# MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Terry L. Bruce  
**DATE:** June 14, 2019  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1., 400.2., 400.4., and 400.5. have been sent under separate cover.

## **INDEX**

- 400.2. Employment of Personnel**
- 400.3. Change-in-Status**
- 400.3. Special Assignments FY 2020**
- 400.4. Salary Adjustment**
- 400.5. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty Member**
- 400.6. Annual Review of FMLA leave taken during FY 2019**
- 400.7. Approval of Proposed Non-College Employment**
- 400.8. Reduction in Force, Honorable Dismissal, and Adoption of Resolutions**

# **PERSONNEL REPORT**

## **400.1 Employment of Personnel**

### **A. Faculty**

1. Chelsea Gemeinhardt, Chemistry Instructor, WVC, effective August 8, 2019.
2. William Jankousky, Workforce Education Instructor, WED, effective July 1, 2019.

### **B. Classified**

1. Stuart Balding, Custodian, WVC, effective June 19, 2019.

## **400.2 Change-in-Status**

### **A. Professional/Non-Faculty, Exempt**

1. Angelique Maguire, Coordinator, Transition Services (GR), FCC, to Director of Adult Education (GR), FCC, effective July 1, 2019.
2. Hayden McDuffee, Coordinator, Literacy Development (GR), FCC, to Coordinator, Transition Services (GR), FCC, effective July 1, 2019.

## **400.3 Special Assignments FY 2020 (attachment)**

## **400.4 Salary Adjustment**

### **A. Full-Time Professional/Non-Faculty/Exempt**

1. Scott Meserole, O&M Team Leader/Coordinator, Fire Science, FCC, effective July 1, 2019.

## **400.5 Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty Member**

## **400.6 Annual Review of FMLA leave taken during FY 2019**

### **A. Birth of Child**

1. 8 weeks
2. 8 weeks
3. 12 weeks
4. 12 weeks

**B. Personal Illness**

1. 2 weeks
2. 4 weeks
3. 5 weeks
4. 6 weeks
5. 6 weeks

**400.7 Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN	40
Shirley Smithenry	Carle Richland Memorial Hospital, Olney, IL	60

**400.8 Reductions in Force and Adoption of Resolutions**

**A. Professional/Non-Faculty Non-Exempt**

1. Allan Alldredge, Coordinator of Career Services, DO, effective June 19, 2019.
2. Rikki Callaway, Bookstore Manager, LTC, effective June 19, 2019.

## Special Assignments Frontier Community College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. Rodney Maxey	Lead Inst Auto Tech	\$550 *	TBD
2. Jodi Peach	Lead Inst Health Informatics	\$550 *	TBD
3. Gerry Kinney	Lead Inst Electrical Distribution Systems	\$550*	TBD
<b>Athletic</b>			
1. Jan Wiles	Athletic Director	\$3,500	\$5,000
2. Nixie Hnetkovsky	Head Volleyball Coach		\$6,000

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments Lincoln Trail College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. Tyler Browning	Lead Inst Sport Management	\$550 *	TBD
2. Laurie Jenkins	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$550 *	TBD
3. Jesse Allen	Lead Inst Telecommunications	\$650 *	TBD
<b>Athletic</b>			
1. Kevin Bowers	Athletic Director	\$3,500	\$5,000
<b>Extra-Curricular</b>			
1. Rebecca Carmack	Performing Arts Coordinator	\$1,500	\$1,500
<b>Other</b>			
1. Chris Ellington	O & M Team Leader	\$5,825	\$7,500
2. Cristina Siegel	Interim Bookstore Manager		\$6,200

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments Olney Central College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. Lonnie Barnes	Lead Inst Collision Repair Tech	\$550 *	TBD
2. Shasta Bennett	Lead Inst Human Resource Assistant		TBD
3. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$550 *	TBD
4. Curtis Marshall	Lead Inst Welding	\$550 *	TBD
5. Amie Mayhall	Lead Inst Medical Office Assistant	\$600 *	TBD
6. Amie Mayhall	Director Health Information Technology Program	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
7. Logan Marshall	Lead Inst Industrial Maintenance	\$550 *	TBD
8. Kristi Urfer	Lead Inst Accounting	\$600 *	TBD
<b>Academic – Allied Health</b>			
1. Wanda Douglas	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
2. Angelia Williams	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
3. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
4. Kathleen Hudson	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
5. Carol Kocher	Director of Radiography	\$1,000	\$1,000
6. Lisa Rauch	Clinical Coordinator, Radiography	\$500	\$500
<b>Extra-Curricular</b>			
1. Wade Baker	Performing Arts Coordinator	\$1,000	\$1,000
2. Laurel Cutright	Academic Challenge Coordinator	\$350	\$350

3. Tammie Bohnhoff	Academic Challenge Asst Coordinator	\$200	\$200
4. Rob Mason	Academic Challenge Asst Coordinator	\$200	\$200
<b>Other</b>			
1. Clay Atkins	O & M Team Leader	\$5,825	\$7,500
2. Linda Shidler	Interim Director of the LRC	\$2,200/month	\$2,200/month

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments Wabash Valley College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. John Day	Lead Inst Social Services	\$550 *	TBD
2. Jay Carter	Lead Inst Advanced Manufacturing	\$550 *	TBD
3. Kyle Peach	Lead Inst Radio/TV	\$550 *	TBD
	Director of Broadcasting	\$8,000	\$8,000
4. Scott Balding	Lead Inst Diesel Equipment Tech	\$600 *	TBD
5. Carla Cadwalader	Lead Inst Early Childhood Dev	\$550 *	TBD
	Small World	\$200/month	\$200/month
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$550 *	TBD
7. Doug Robb	Lead Inst Agriculture Business	\$550 *	TBD
8. David Wilderman	Lead Inst Marketing	\$550 *	TBD
9. Brian Wick	Lead Inst Gunsmithing	\$550 *	TBD
10. Joseph Brown	Lead Inst Truck Driving	\$550 *	TBD
<b>Athletic</b>			
1. Mike Carpenter	Athletic Director	\$3,500	\$5,000
2. Patrick Harris	Head Women's Soccer Coach	\$6,000	\$6,000
<b>Other</b>			
1. Adam Roesch	O & M Team Leader	\$5,825	\$7,500

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments District Office

Extra-Curricular		Approved 2018-19	Recommended 2019-20
1. TBD	Faculty Coordinator of Student Learning Assessment – FCC	\$4,000	TBD
2. Phil Thorsen	Faculty Coordinator of Student Learning Assessment – LTC	\$4,000	TBD
3. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$4,000	TBD
4. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$4,000	TBD
5. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time
6. Tammie Bohnhoff	Math Discipline Facilitator – OCC	\$1,000	TBD
7. Cindy Boyce	Social & Behavioral Science Discipline Facilitator – LTC	\$1,000	TBD
8. Allen Brown	Math Discipline Facilitator – WVC	\$1,000	TBD
9. Carrie Brown	Life & Physical Science Discipline Facilitator – LTC	\$1,000	TBD
10. TBD	Life & Physical Science Discipline Facilitator – WVC	\$1,000	TBD
11. Rebecca Carmack	Humanities/Fine Arts Discipline Facilitator – LTC	\$1,000	TBD
12. Nixie Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC	\$1,000	TBD
13. Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC	\$1,000	TBD
14. Chris Mathews	Life & Physical Science Discipline Facilitator – OCC	\$1,000	TBD

15. Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC	\$1,000	TBD
16. Linda Monge	Math Discipline Facilitator – FCC	\$1,000	TBD
17. Mary Morris	English/Communications Discipline Facilitator – FCC	\$1,000	TBD
18. Kelly Payne	English/Communications Discipline Facilitator – OCC	\$1,000	TBD
19. Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC	\$1,000	TBD
20. Kim Schucker	Math Discipline Facilitator – LTC	\$1,000	TBD
21. Jill Winter	English/Communications Discipline Facilitator – WVC	\$1,000	TBD
22. Ann Wolven	English/Communications Discipline Facilitator – LTC	\$1,000	TBD
<b>Athletic</b>			
1. Tyler Browning	Athletics Compliance Coordinator	\$6,000	\$6,000
<b>Other</b>			
1. Ryan Hawkins	Treasurer	\$200/month	\$200/month
2. Renee Smith	Secretary to the Board	\$9,985	\$9,985

**Agenda Item #15**

**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**

