

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 16, 2020



THIS MEETING SHOULD BE ACCESSED BY TELECOMMUNICATION – ZOOM

<https://zoom.us/j/99359376640>

Call in number: 312 626 6799

Meeting ID: 993 5937 6640

Frontier Community College

2 Frontier Drive

Fairfield, Illinois 62837

Meeting – 7:00 p.m. – Bob Boyles Foundation Hall

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**

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June 16, 2020

7:00 p.m.

Frontier Community College

Bob Boyles Foundation Hall

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Fischer
3. Recognition of Visitors and Guests Chancellor Gower
 - 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)Gower
 - A. Policy 100.2 Legal Basis
 - B. Policy 300.12 Investment
 - C. Policy 400.4 Leave and Benefit
 - D. Policy 400.20 Family and Medical Leave
 - E. Policy 500.34 Student Religious Observances
7. Policy Second Reading.....Gower
 - A. None

8. Staff Recommendations for Approval
 - A. Distance Delivery PlanGower
 - B. Renewal of Property, Casualty & Liability Insurance Coverage..... Hawkins
 - C. FY2021 Budget Resolution Hawkins
 - D. Building and Maintenance Fund Resolution Hawkins
 - E. Inter-Fund Loans Resolution Hawkins
 - F. Working Cash Fund Resolution Hawkins
 - G. West Side/Central TIF Extension – Flora..... Hawkins
 - H. Payment of Accrued Bills.....Gower
 - I. Lease AgreementsGower
 - J. “Resolution authorizing the issuance of General Obligation Bonds
(Alternate Revenue Source) of the District for community college purposes.”....Gower
 - K. Affiliation AgreementsGower
Lavender Ridge – Basic Nurse Assistant – LTC/OCC
Clay County Hospital – Emergency Response - FCC
9. Bid Committee Report.....Gower
 - A. OCC/WRC – Lincoln C300 Welders
 - B. LTC – Sod and Sod Installation for Soccer Field
10. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
11. Chancellor’s Report.....Gower
12. Executive Session.....Gower
13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower
 - C. Semi-Annual Review of Executive Session MinutesGower
14. Approval of Personnel ReportGower
15. Collective Bargaining.....Gower
Memorandum of Agreement with IECEA Faculty Union – Professional Development
16. LitigationGower
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 by telecommunication, Tuesday, May 19, 2020.

Without objection, Chairman G. Andrew Fischer designated Renee Smith as Acting Board Secretary.

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed Acting 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, Barbara Shimer. Also present was Sutton Dunn, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

- Ryan Gower, Chancellor
- Jay Edgren, President of Frontier Community College.
- Matt Fowler, President of Wabash Valley College.
- Rodney Ranes, President of Olney Central College.
- Alex Cline, Director of Information & Communications Technology.
- Dana Hart, Interim Director of Human Resources.
- Ryan Hawkins, Chief Finance Officer/Treasurer.
- Marilyn Holt, Interim Chief Executive Officer.
- Holly Martin, Chief Academic Officer.
- Michael Thomas, Dean of Workforce Education.
- Renee Smith, Board Secretary.

#1-A. Appointment of Board Secretary and Ethics Officer: Trustee Gary Carter made a motion to appoint Renee Smith as Board Secretary and Ethics Officer. 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, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, April 21, 2020 were presented for disposition.

Board Action to Approve Minutes: Trustee Al Henager made a motion to approve minutes of the foregoing meeting as prepared. Trustee Barbara Shimer 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.

#3-B. IECEA Representative: IECEA President Rob Mason was logged in for the meeting and expressed appreciation to faculty and staff for the efficient adjustments made to continue and complete Spring Semester instruction.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Electronic reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

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

AGENDA #7– “Policy Second Readings”

#7A. Policy to Address a Complaint 100.16: The proposed policy revisions were tabled for further study.

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

#8-A. Articulation Agreement between IECC and SIU-C: Holly Martin reviewed a proposed articulation agreement between IECC’s Associate in Applied Science Degree in Industrial Maintenance Technology and SIU’C’s Bachelor of Science in Industrial Management and Applied Engineering in the College of Engineering. The Chancellor recommended approval of the following articulation agreement:

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this ____ day of _____, 2020

(Effective Date) by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges with an Associate in Applied Science (A.A.S.) degree in Industrial Maintenance Technology and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Industrial Management and Applied Engineering (IMAE) in the College of Engineering based upon the Department's enrollment criteria and space availability.
- B. An Illinois Eastern Community Colleges graduate receiving an A.A.S. degree in Industrial Maintenance Technology will be considered for admission to SIU Carbondale's Industrial Management and Applied Engineering (IMAE) program if the following are met:
1. The student has earned a minimum of 61 semester hours transferable to SIU Carbondale
 2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
 3. Confirmation by the SIU Carbondale College of Engineering that the student has satisfactorily completed the following courses as part of the A.A.S. degree in Industrial Maintenance Technology at Illinois Eastern Community Colleges:
 - ENG 1111-3, *Composition I*
 - INM 1200-4, *Mechanics*
 - INM 1205-4, *Fluid Power*
 - INM 1206-2, *Intro to Industrial Maintenance Technology*
 - INM 1220-4, *Basic AC & Refrigeration*

- INM 2200-5, *Electro-Mechanics I*
- INM 2205-5, *Electro-Mechanics II*
- INM 2206-3, *Program Logic Controllers I*
- INM 2208-3, *Program Logic Controllers II*
- INM 2210-2, *Occupational Safety (OSHA)*
- INM 2228-3, *Lean Manufacturing*
- MTH 1102-4, *College Algebra*
- GENERAL EDUCATION ELECTIVE - 3 hours
- SPE 1101-3, *Fundamentals of Effective Speaking*
- IAI SOCIAL/BEH SCIENCE or HUMANITIES - 3 hours
- TECHNICAL STUDIES - 10 hours

- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Industrial Maintenance Technology at Illinois Eastern Community Colleges pursuing the B.S. in Industrial Management and Applied Engineering (IMAE) at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Industrial Management and Applied Engineering (IMAE) at SIU Carbondale in approximately 68 additional semester hours beyond the A.A.S. degree.
- D. Illinois Eastern Community Colleges students transferring to the Industrial Management and Applied Engineering (IMAE) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Industrial Management and Applied Engineering (IMAE). Coursework may include University Core Curriculum as well as Industrial Management and Applied Engineering major courses.

III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
 - B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
 - C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
 - D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - E. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- A. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
 - B. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
 - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - D. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
- V. PROGRAM ARTICULATION COMMUNICATION
- A. An SIU Carbondale College of Engineering, Industrial Management and Applied Engineering representative will communicate periodically with Illinois Eastern Community Colleges personnel in Industrial Maintenance Technology for general advisement and degree planning purposes.

- B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community Colleges students will be eligible to receive the Bachelor of Science degree in Industrial Management and Applied Engineering (IMAE), College of Engineering, Southern Illinois University Carbondale.
- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- D. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.
- E. Indemnification:
1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale’s obligations under this Agreement.
 2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College’s obligations under this Agreement.
- F. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student’s program instructor, supervisor, and SIU Carbondale’s faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale’s educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements,

including but not limited to unsatisfactory academic performance and/or social misconduct.

- G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- H. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

Board Action: Trustee Brenda Culver made a motion to approve the foregoing articulation agreement between IECC and Southern Illinois University at Carbondale. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Letter of Engagement for FY2020 Audit: It was recommended that the District utilize the audit services of CliftonLarsonAllen LLP to provide the annual audit of the financial statements and federal programs of the District. The Chancellor recommended approval of a letter of engagement for auditing services with CliftonLarsonAllen LLP.

Board Action: Trustee Brenda Culver made a motion to engage CliftonLarsonAllen LLP to provide the annual audit of the financial statements and federal programs of the District. Trustee Barbara Shimer seconded the motion 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, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

Good Samaritan Hospital – Medical Office Careers – LTC & OCC
The Burge House – Certified Nurse Assistant – FCC & OCC

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreements as recommended. Trustee Barbara Shimer seconded the motion 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, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – None.

AGENDA #10 – “District Finance” – The following District financial matters were presented.

#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, 2020.

The following revised report of Combined Statement of Revenues, Expenses, and Changes in Net Assets was presented to the Board by CFO Ryan Hawkins.

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Statement of Revenues, Expenses,
and Changes in Net Assets
For the Periods Ended April 30, 2020 & 2019

	FY 2020	FY 2019
	YEAR-TO-DATE	YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 7,518,545	\$ 7,218,991
STATE GOVT SOURCES	8,800,732	10,512,228
STUDENT TUITION & FEES	14,214,367	14,240,187
SALES & SERVICE FEES	2,401,553	2,819,758
FACILITIES REVENUE	36,165	27,795
INVESTMENT REVENUE	328,314	360,470
OTHER REVENUES	256,422	1,109,744
TOTAL REVENUES:	33,556,098	36,289,173
EXPENDITURES:		
INSTRUCTION	8,993,249	9,601,398
ACADEMIC SUPPORT	378,347	388,528
STUDENT SERVICES	1,347,956	1,388,160
PUBLIC SERV/CONT ED	5,913	13,997
OPER & MAINT PLANT	2,538,590	2,459,956
INSTITUTIONAL SUPPORT	8,212,151	7,851,407

SCH/STUDENT GRNT/WAIVERS	6,303,928	6,532,790
AUXILIARY SERVICES	4,702,456	4,570,580
TOTAL EXPENDITURES:	<u>32,482,590</u>	<u>32,806,816</u>
OTHER FINANCING SOURCES:		
PHS BOND PROCEEDS	3,974,799	-
	<u>3,974,799</u>	<u>-</u>
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>
NET INCREASE/DECREASE IN NET ASSETS	<u>\$ 5,048,307</u>	<u>\$ 3,482,357</u>

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2020, totaling \$861,640.23, 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 2020, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chancellor’s Report” – Chancellor Ryan Gower provided a report on topics including the effect on and response to the COVID 19 pandemic, staff vacancies, Fiscal Year 2020 budget, and enrollment,

AGENDA #12 – “Executive Session” – None.

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, April 21, 2020.

AGENDA #14 – “Approval of Personnel Report” – Dana Hart presented the following Personnel Report and the Chancellor recommended approval.

400.1. Change in Status

A. Professional Non-Faculty, Exempt

1. Debbie Bryant, Administrative Assistant, FCC, to Distance Learning Specialist, Title III (GR), FCC, effective May 20, 2020, contingent upon continued grant funding.

400.2. Approval to Hire Executive Assistant prior to the June Board of Trustees meeting

400.3. Memorandums of Agreement with IEA/NEA and Bargaining Unit Faculty

1. Personal Leave Carry Over
2. Title III Grant Quality Matters Stipend

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (“Board”) and the Illinois Eastern Colleges Education Association, IECEA, IEA-NEA (“Association”). The Board and the Association hereby agree as follows:

1. The Board and Association agree that it is the expectation that all faculty are working online and continuing their course load online during the COVID-19 Response and not able to use their Personal leave during this time.
2. The Board and the Association agree to amend Section 11.0 Personal Leave to read as follows:

Section 11.0. Personal Leave A full-time faculty member shall be granted, without loss of pay or benefits, three (3) leave days per academic year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the President and approved by the appropriate Dean, President, or Chief Executive Officer. Personal leave days may not be used during the four (4) faculty workshop days. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.

COVID-19 Response: During the COVID-19 Response, any unused personal time as of May 8, 2020 will be allowed to carry over into the next academic year and used until December 18, 2020. Any carryover from FY20 not used by December 18, 2020 will accumulate to the employee’s sick leave according to Section 11.0 of the faculty agreement. If the employee has already transferred their maximum fourteen (14) days to sick leave, the unused Personal leave for FY20 will be forfeited as of December 19, 2020.

3. This Agreement is non-precedential in all aspects. The Board and Association agree that This Memorandum of Agreement shall expire December 19, 2020 and cannot be cited by faculty members in the future.

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (“Board”) and the Illinois Eastern Colleges Education Association, IEA-NEA (“Association”). The Board and the Association hereby agree as follows:

1. The FCC Title III Grant shall be administered by Frontier Community College and the Board. The administration’s decision as to which faculty shall attend Quality Matters training will be final. There shall be no obligation to continue the Title III Grant Quality Matters stipend to the extent the Administration and Board determines that insufficient funds are available.

2. Faculty selected and who complete Tier One Quality Matters Training “Applying the QM Rubric” and “Peer Reviewer” will be paid a one-time stipend of \$1,500 upon completion and submitting certificates of completion to the FCC Title III Project Director.

3. Faculty selected and who complete Tier Two Quality Matters Training “Master Reviewer” will be paid a one-time stipend of \$750 upon completion and submitting certificate of completion to the FCC Title III Project Director.

4. Performance of grant activities pursuant to this Agreement shall not count as load for a faculty member under section 9.2 of the agreement.

5. This Memorandum of Agreement shall expire on September 30, 2024, when the FCC Title III grant ends.

400.4. Resignation Ratifications

A. Administration

1. Holly Martin, Chief Academic Officer, DO, effective July 29, 2020.

B. Faculty

1. Justin Gephart, Instructor, LTC, effective July 29, 2020.

C. Professional Non-Faculty, Non-Exempt

1. Julie Bryant, Coordinator of Public Information & Marketing, FCC, effective May 28, 2020.

#14-B. Board Action to Approve Personnel Report: Trustee Al Henager made a motion to approve the Personnel Report as recommended. Student Trustee Sutton Dunn seconded the motion 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, Barbara Shimer.

Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – Two Memoranda of Agreement were approved under “Personnel Items”.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” –None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 7:40 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
Trustees
Presidents
Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

Policy 100.2 Legal Basis

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Policy 100.2 Legal Basis

To clarify current practice and meet Department of Education guidelines, additional language should be added to the Board of Trustees Policy 100.2 Legal Basis.

I recommend the Board waive the second reading and approve the revised policy.

RG/rs

Attachment

BOARD OF TRUSTEES - 100 Legal Basis (100.2)

Date Adopted: December 19, 1989

Revised: September 15, 2015

Revised: June 16, 2020 (Pending Board approval)

- A. The role of the Board of Trustees of Illinois Eastern Community Colleges, Community College District No. 529, is defined in ILCS 110 Articles 103-6 and 103-7 of the Illinois Public Community College Act, signed into law July 15, 1965, as amended.
- B. Illinois Eastern Community Colleges, District No. 529, is a Community College District, serving all or parts of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois.
- C. The Board of Trustees works in cooperation with the Illinois Community College Board and the Illinois Board of Higher Education.
- D. The Board of Trustees shall serve as a policy-making body, and require that the ~~Chief Executive Officer~~ Chancellor be responsible for the administration of the District Office and the colleges within the District.
- E. The ~~Chief Executive Officer~~ Chancellor shall serve as Executive Officer of the Board of Trustees and is authorized to sign such documents necessary to successfully operate the District. Any document signed that substantially obligates the District financially shall be presented to the Board for approval.
- F. Members of the Board of Trustees shall be elected in compliance with ILCS 110 Articles 103-6 and 103-7 of the Illinois Public Community College Act.

Agenda Item #6B

Policy 300.12 Investment

MEMORANDUM

TO: Board of Trustees

DATE: June 16, 2020

FROM: Ryan Gower

RE: Revisions to Policy 300.12 Investment

The Investment Policy has been reviewed to bring the language in the policy current with existing statutes surrounding public entity investment policies. Such updates include the inclusion of the Investment of Municipal Funds Act of the State of Illinois, that a system of procedures and internal controls shall be established over investments, the primary objectives of District investments, establish a minimum pledged security threshold, parameters for reporting investments to the Board, and a conflict of interest statement.

I ask the Board to waive the second reading and approve the revisions to the Investment Policy.

RG/akb

Attachment

BUSINESS – 300

Investment Policy (300.12)

Date Adopted: December 19, 1989

Revised Date: July 16, 2002

Revised Date: June 17, 2008

Revised Date: June 16, 2020 (Pending Board approval)

~~The Board of Trustees shall cause the investment of District funds in accordance with the Illinois Public Community College Act and the Investment of Public Funds Act with the exception that the Board shall prohibit investments in short term obligations of U.S. corporations. The Board authorizes the Treasurer, upon recommendation by the Chief Executive Officer and the Chief Finance Officer, to invest funds of the District. The District shall assemble a list of interested and qualified bidders on a quarterly basis, and said bidders shall invest funds in an amount over \$100,000 in a financial institution which has a capital to asset ratio of not less than eight percent (8%); or meets the requirements set forth in the Bank Audit Guide (AAG-BNS 2.47) relative to the definition of a “well-capitalized” financial institution (namely Tier 1 capital to average assets of not less than 5% and Tier 1 capital to risk-weighted assets of not less than 6% and total capital to risk-weighted assets of not less than 10%); in no case shall the staff invest funds in any single institution to exceed thirty percent (30%) of the capital structure of said institution.~~

~~Pursuant to 30 ILCS 235/6.5 funds may be invested in fully FDIC-insured certificates of deposits issued by banks and savings associations (located nationwide) through Reciprocal Transactions of the Certificate of Deposit Account Registry Service (CDARS), provided that (1) the funds are placed through a bank or savings association (custodial bank) located in the State of Illinois; and (2) the other requirements of this policy have been satisfied.~~

~~The Board shall be provided a report on District Investments each month.~~

~~Pledged securities shall be required in the amount of the uninsured portions of the invested funds.~~

~~The Treasurer, upon recommendation of the Chief Executive Officer and the Chief Finance Officer, is further authorized to make discretionary investments, without bidding, for the purpose of supporting economic and community development. Such investments shall be made in amounts not to exceed \$100,000; at a rate not less than the Federal Reserve Discount Rate, plus 1%; for a term not to exceed one year; with interest to be paid quarterly; and shall not exceed \$100,000 per institution. The Board of Trustees shall be provided a report of such investments each month.~~

The Board authorizes the Treasurer, upon recommendation by the Chancellor and the Chief Financial Officer, to invest funds of the District. The Board of Trustees shall cause the investment of District funds in accordance with the Illinois Public Community College Act, the Public Funds Investment Act of the State of Illinois, and the Investment of Municipal Funds Act of the State of Illinois, with the exception that the Board shall prohibit investment in short-term

obligations of U.S. corporations. A system of procedures and internal controls shall be established by the Treasurer for all investments of the District.

The primary objectives, in priority order of investment activities shall be:

- 1) Safety – safety of principal is the foremost objective. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- 2) Liquidity – investments shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- 3) Return – investment portfolio shall be designed to obtain the highest available return, using authorized investment, while considering budgetary and economic cycles.

The District shall maintain pledged securities at a market value of at least 105% of deposits in excess of Federal Deposit Insurance Corporation (FDIC) insured amounts. Pledged securities shall be reviewed quarterly to ensure adequate coverage.

The Board shall be provided a report on the District Investments each quarter outlining at a minimum:

- 1) Investment Holdings
- 2) Rate of Return
- 3) Changes in Balance
- 4) Distribution of Investments

For purposes of this reporting, investments will be defined as instruments other than certificates of deposit or other interest-bearing deposits with a financial institution.

The Board of Trustees and the District Treasurer shall refrain from engaging in personal business activity that could a) conflict, or give the appearance of a conflict, with proper execution of the investment program or b) impair their ability to make impartial investment decisions.

Agenda Item #6C

Policy 400.4 Leave and Benefit

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Policy 400.4 Leave and Benefit

Due to the discontinuation of the Emergency Pay During COVID-19, IECC must make necessary revisions to the Leave and Benefit policy to amend the language under the Emergency Paid Sick Leave section.

I recommend the Board waive the second reading and approve the revised policy.

RG/rs

Attachment

HUMAN RESOURCES - 400

Leave and Benefit Policy - Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Agreement (400.4)

Date Adopted: May 20, 1997
Revised: November 15, 2005
Revised: June 20, 2006
Revised: December 12, 2006
Revised: August 18, 2009
Revised: February 21, 2017
Revised: March 17, 2020
Revised: April 21, 2020
Revised: June 16, 2020 (pending Board approval)

The purpose of the leave and benefit policy is to describe the Board-approved leave days and benefits. Unless otherwise noted, leave days described below are not paid out upon termination.

- A. Sick Leave. Each full-time employee shall, on the first day of employment of the employee's initial year, be granted a pro-rated share of working days up to a total of seventeen (17) sick leave days with pay.

After the initial year of employment and at the beginning of every fiscal year thereafter, each full-time employee will receive days of sick leave according to the following schedule:

Years of Continuous <u>Full-time Service</u>	Sick Leave Days <u>Per Year</u>
2-9	12
10-15	15
16-20	18
21-25+	21

Any unused sick leave days will be allowed to accumulate.

The Chief Executive Officer/Chief Operating Officer or a designee may require the employee on sick leave to provide a statement from the employee's physician. In

addition, the Chief Executive Officer/Chief Operating Officer may require that the employee be examined by a physician determined by the Chief Executive Officer/Chief Operating Officer. In the latter case, the cost of the examination will be borne by the Board of Trustees.

Emergency Paid Sick Leave: In accordance with the Families First Coronavirus Response Act, the District has created emergency paid sick leave that is effective April 1, 2020 through December 31, 2020. This type of leave may be utilized when ~~the mandatory shelter in place order for the State of Illinois is lifted~~ the District discontinues using the Emergency COVID-19 pay option and employees can return to work onsite.

Eligibility: Per the act, all full and part-time employees are eligible.

Qualifying Reasons for Emergency Paid Sick Leave: The employee is unable to work because

1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

4) The employee is caring for an individual who is subject to a quarantine or isolation order as described in (1) above, or has been advised as described in (2) above.

5) The employee is caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor. Length of Leave: Full-time employees are eligible for up to 80 hours of emergency paid sick leave. Part-time employees are eligible for the average number of hours worked during a typical two-week period.

Pay During Leave: Employee's regular rate of pay up to \$511 per day (\$5,110 in aggregate) when leave is taken for reasons (1), (2), and (3) above. Employee's regular rate of pay up to \$200 per day (\$2,000) in aggregate) when leave is taken for reasons (4), (5), and (6).

The Emergency Paid Sick Leave section of this policy shall expire at midnight on December 31, 2020, per the Act.

Personal Emergency Leave. Employees may use a designated amount of sick time for personal emergency each year for things such as illness, injury, medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent or for other reasons of personal emergency. Advance approval for such leave shall be secured from the employee's immediate supervisor, as soon as possible. Employees may use the following days as personal emergency based on the following schedule:

Years of Continuous Full-time Service	Personal Emergency Days allowed per Year
Initial Year	Up to ½ of sick days awarded at time of employment
2-9	6
10-15	7.5
16-20	9
21-25+	10.5

COVID-19 Response: Effective May 17, 2020. Due to the COVID-19 response the District will remove the cap on Personal Emergency Allowance usage should an employee be unable to work during the COVID-19 Response. The COVID-19 Response section under personal emergency leave, removing the cap, will expire on June 30, 2020.

- B. Personal Leave. A full-time employee shall be granted, without loss of pay or benefits, two (2) leave days per fiscal year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.

- C. Required Court Appearance Leave. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Part-time hourly employees: Part-time employees who 1) work 20 hours or more per week and 2) have been employed by IECC for 6 months or more will be eligible for required court appearance leave. Part-time employees who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

Part-time faculty: Part-time faculty who 1) teach at least 3 hours for the semester and 2) have been employed by IECC for more than one semester will be eligible for required court appearance leave. Part-time faculty who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

- D. Funeral Leave. Full-time employees shall be granted funeral leave for the purpose of attending the funeral, without loss of pay, under the following terms and conditions.

Three Days of Leave at Full Pay – For a death within the immediate family, which means the full-time employee's spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

One Day Leave at Full Pay. For a death of a near relative.

- E. Leave of Absence. The CEO may grant up to 2 weeks leave of absence without pay to a full-time employee. The Board may grant up to one year's leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chief Executive Officer/Chief Operating Officer not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee's unpaid leave of absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee's sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

- F. Absences Due to Attendance at Educational Meetings and Conferences. Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the employee's immediate supervisor in accordance with established guidelines.

Employees authorized to represent the college or district shall be allowed expenses according to the regulations of the District.

- G. Accounting. An accounting of accumulated sick leave will be made semi-annually.
- H. Insurance Benefits. Major medical and dental insurance shall be made available for full-time employees.

Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.

- I. Modified-Time Employees. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.
- J. Holidays and Breaks. Paid holidays for all full-time employees include, Christmas, and New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and the following Friday.

The administration establishes winter break for full-time employees in accordance with the academic calendar. Full-time employees who are required to work over winter break shall be given floating holiday leave equivalent to the time they were required to work over winter break. This floating holiday leave does not accumulate from year to year, and must be used prior to the end of the fiscal year during which it is acquired. Application for such floating leave should be made five (5) days prior to the time said leave is desired to the employee's immediate supervisor.

Full-time employees shall be granted one (1) floating holiday per fiscal year. Floating holidays do not accumulate and must be used during the fiscal year. Full-time employees must have been employed before March 1 to be eligible for the floating holiday. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor (effective July 1, 2003).

Agenda Item #6D

Policy 400.20 Family and Medical Leave

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Policy 400.20 Family and Medical Leave

Due to the discontinuation of the Emergency Pay During COVID-19, IECC must make necessary revisions to the Family and Medical Leave policy to amend the language under the Emergency Extended FMLA Leave section.

I recommend the Board waive the second reading and approve the revised policy.

RG/rs

Attachment

HUMAN RESOURCES - 400

Family and Medical Leave Policy (400.20)

Date Adopted: December 14, 1993

Revised: October 21, 2003

Revised: April 15, 2008

Revised: September 15, 2009

Revised: April 21, 2020

Revised: June 16, 2020 (pending Board approval)

Public Health Emergency Extended FMLA Leave. In accordance with the Families First Coronavirus Response Act Illinois Eastern Community Colleges has created an additional type of leave under FMLA. This leave is available by law April 1, 2020 through December 31, 2020. Illinois Eastern Community Colleges will utilize Public Health Emergency Extended FMLA Leave at such time as ~~mandatory shelter in place order for the State of Illinois is lifted~~ the District discontinues using the Emergency COVID-19 pay option and employees can return to work onsite.

Eligibility for Public Health Emergency Leave: The employee must be employed by IECC at least 30 calendar days.

Qualifying Reasons for Public Health Emergency Leave: The employee is unable to work or telework due to a need for time off to care for the employee's child who is under 18 years of age because the child's school or place of care has been closed, or the child care provider of the son or daughter is unavailable, due to a public health emergency.

Length of Leave: The employee may take up to 12 weeks of leave.

Pay During Leave: The first 10 days are unpaid, but the employee may substitute paid leave. After the 10 days of leave, IECC will pay the employee at a rate not less than two-thirds of the employee's usual rate of pay. Pay shall be no more than \$200 per day and \$10,000 total, per the Act.

The Public Health Emergency Leave section of this act shall expire at midnight on December 31, 2020, per the Act.

The Leave Policy. You are eligible to take up to 12 weeks of unpaid family/medical leave for reasons 1, 2, 3, 4, and 5 and up to 26 weeks of unpaid family/medical leave for reason 6 within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for the District for at least 12 months, and worked at least 1250 hours in the last 12 months; and (2) are employed at a worksite that has 50 or more employees within a 75 mile radius. The "12-month period" is a rolling period measured backward from the date a leave under this policy is to begin.

Reasons For Leave. If you are eligible, you may take up to 12 weeks of family/medical leave for any combination of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter

with you for adoption or foster care; (3) to care for a spouse, son, daughter, or parent (“covered family member”) with a serious health condition; (4) because of your own serious health condition which renders you unable to perform the functions of your position; (5) because of any qualifying exigency (as will be defined by the Secretary of Labor’s final regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified or an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and (6) up to 26 weeks to care for a spouse, parent, child or an individual for whom you are the nearest blood relative who has a serious injury or illness that was incurred in the line of duty while on active military duty, if the injury or illness may render the servicemember medically unfit to perform the duties of his military position. Leave for reason “6” may be taken only once and must be completed within one 12-month period.

Any FMLA leave taken by an employee for reasons “1-5” will reduce the 26 weeks of available leave for reason “6.” As a result, if an employee requests injured servicemember leave (reason 6); the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for reasons “1-5.”

Leave because of reasons “1” or “2” must be completed within the 12 month period beginning on the date of birth or placement. Employees who request leave for reasons “5” and “6” may take a combined aggregate total of 26 weeks of leave during any 12 month period. In addition, spouses employed by the District who request leave because of reasons “1” or “2” or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12 month period. Spouses employed by the District who request leave because of reason “5” and “6” or in combination with reason “1”, “2”, “3” and “4” may take an combined aggregate total of 26 weeks of leave.

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

Notice of Leave. If your need for family/medical leave is foreseeable, you must give the District at least 30 days prior written notice. Failure to provide such notice may be grounds for delay or denial of leave. Where the need for leave is not foreseeable, you are expected to notify the District as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The District has Request for Family/Medical Leave forms available on the Intranet or from the Human Resource Department. You should use this form when requesting leave.

Certification. If you are requesting leave under reason “5” you must supply notification of the call to duty order.

Medical Certification. If you are requesting leave because of your own or a covered family member’s serious health condition or servicemember’s serious injury or illness, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Director of Human Resources.

The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave until it is provided. The District, at its' expense, may require an examination by a second health care provider designated by the District, if reasonable doubt exists concerning the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the District, at its' expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

Approval of Leave. The Board grants authority to the Chief Executive Officer to approve Family and Medical Leave. FMLA Leave should only be approved if the request for leave is made timely, meets the requirements as set forth by the current federal statute, and is approved by both the Chief Executive Officer and the Director of Human Resources after a review of the application and certification materials, and the finding that such materials meet the current guidelines.

In June of each fiscal year, the Chief Executive Officer shall report to the Board of Trustees the number of FMLA leaves granted, a summary of the nature of the requests and the reasons for approval. This report shall not include the names of any individuals granted FMLA leave and all data reported to the Board of Trustees shall be such that it would not disclose the identity of any employee.

The Board of Trustees reserves the right to make inquiry to the Chief Executive Officer and Director of Human Resources at any time on the number of FMLA leaves granted, but the Board shall not request the specific name of any employee.

Reporting While On Leave. If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

Leave Is Unpaid. Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, or to care for an injured servicemember any accrued paid vacation and personal days you have may be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal days, and sick time you have may be substituted and used for any unpaid family/medical leave. In addition, the District's short-term and/or long-term disability may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child. At the Board's discretion, the substitution of paid leave time for unpaid leave time will not extend the maximum leave allowed beyond the 12-week or 26-week maximum provided under the FMLA.

Medical And Other Benefits. During an approved family/medical leave, the District will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the District will deduct your portion of any plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your dependent health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption For Key Employees. Certain “key” employees (i.e., the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite and who are salaried) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the District. The District will notify you if you qualify as a “key” employee, if the District intends to deny reinstatement, and of your rights in such instances.

Intermittent And Reduced Schedule Leave. Leave because of a serious health condition or for an injured servicemember may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the District will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for planned medical treatment, the District may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Other Applicable Leaves. FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker’s compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

Returning From Leave. If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Director of Human Resources. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Agenda Item #6E

Policy 500.34 Student Religious Observances

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Student Religious Observances Policy

In accordance with the University Religious Observances Act (110 ILCS 110) public institutions of higher education shall adopt a policy which reasonably accommodates the religious observance of individual students in regard to admissions, class attendance, and the scheduling of examinations and work requirements. This policy shall include a grievance procedure by which a student who believes that he or she has been unreasonably denied an educational benefit due to his or her religious belief or practices may seek redress.

Such policy shall be made known to faculty and students annually by inclusion in the institution's handbook, manual or other similar document regularly provided to faculty and students.

This new policy was created to ensure the District complies with the University Religious Observances Act. I recommend the Board's acceptance of this new Student Religious Observances Policy.

RG/rs

Attachment

STUDENT – 500

500.34 Student Religious Observances Policy

Date Adopted: 06/16/2020 (Pending Board Approval)

In compliance with the University Religious Observances Act (110 ILCS 110), Illinois Eastern Community Colleges does not discriminate against students based on religious observances. IECC will reasonably accommodate the religious observances of individual students in regard to admissions, class attendance, and the scheduling of examinations and work requirements. IECC procedures further describe expectations of the student and a student grievance process.

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Distance Delivery Plan

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: 2020 Distance Delivery Education Plan

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

Distance-delivered education at Illinois Eastern Community Colleges involves any formal approach to student learning in which the majority of instruction occurs while the instructors and learners interact 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 2020 Distance Delivery Education Plan has been updated and revised to continue to effectively respond to the needs of the students and communities we serve. Benchmark comparisons are provided to measure the success of online modalities compared to face-to-face and hybrid. The Distance Delivery Education Plan has been sent to the Board electronically.

I ask the Board's approval of the 2020 Distance Delivery Education Plan.

RG/rs

Agenda Item #8B

Renewal of Property, Casualty & Liability Insurance Coverage

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Renewal of Property, Casualty, and Liability Insurance Coverage

The District's insurance coverage for property, casualty, and liability is due July 1, 2020. The administration has been in ongoing discussions with the District's carrier concerning renewal of District coverage. Our broker, USI Insurance Services, LLC, is based out of Champaign, Illinois. USI is a middle market insurance brokerage and consulting firm providing a variety of services to the education, including higher education, sector. USI sought proposals from a total of six (6) carriers to provide a quote for the District's plans for the 2020-21 fiscal year.

The District's current premium was \$373,956. The proposed new premium will be approximately \$395,524.

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 authorize the renewal of insurance coverage as proposed by USI.

RG/akb

Agenda Item #8C
FY2021 Budget Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Fiscal Year 2021 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 15 at Wabash Valley College, and states that the budget will be adopted by the Board on September 15, 2020, following the hearing.

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

RG/akb

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUDGET FISCAL YEAR 2021

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 2021 fiscal year:

1. Date of Fiscal Year: July 1, 2020 – June 30, 2021.
2. Publication of Notice of Public Hearing on Budget: On or before August 5, 2020.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 5, 2020.
4. Mailing Tentative Budget to Board of Trustees: August 5, 2020.
5. Public Hearing on Budget: September 15, 2020, at the hour of 7:00 p.m. local time, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois 62863.
6. Adoption of Budget: September 15, 2020, following the Public Hearing.

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

Chairman, Board of Trustees

June 16, 2020
Date

Secretary, Board of Trustees

June 16, 2020
Date

Agenda Item #8D

Building and Maintenance Fund Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 16, 2020

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 Chancellor 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.

RG/akb

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUILDING AND MAINTENANCE FUND

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

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

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

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

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

June 16, 2020

Chairman, Board of Trustees

Date

June 16, 2020

Secretary, Board of Trustees

Date

Agenda Item #8E

Inter-Fund Loans Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
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 2021, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2021.

RG/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 2021, 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 2021, 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, 2021.

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

June 16, 2020

Chairman, Board of Trustees

Date

June 16, 2020

Secretary, Board of Trustees

Date

Agenda Item #8F

Working Cash Fund Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Working Cash Fund Resolution

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 \$120,000 from the Working Cash Fund to the General Fund prior to June 30, 2020.

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 \$120,000 Working Cash Fund interest to the General Fund on or before June 30, 2020.

RG/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, 2020;

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 \$120,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2020.

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

Chairman, Board of Trustees

June 16, 2020
Date

Secretary, Board of Trustees

June 16, 2020
Date

Agenda Item #8G

West Side/Central Flora TIF Extension

MEMORANDUM

TO: Board of Trustees

DATE: June 16, 2020

FROM: Ryan Gower

RE: West Side/Central TIF Extension

The City of Flora has expressed interest in extending the life of the West Side/Central TIF area to allow twelve (12) additional years to complete existing projects as well as accommodate new projects to the area. The original TIF was designated June 1, 1997.

As part of the TIF renewal process, the City must obtain letters of support from all taxing bodies within the TIF area. The attached letter would supply the City of Flora with the support of the IECC Board of Trustees to extend the life of the West Side/Central TIF for twelve (12) years.

I ask the Board's approval of support for the extension of the West Side/Central TIF for the City of Flora.

RG/akb

Attachment

June 16, 2020

City Council
City of Flora, Illinois
PO Box 249
131 E. 2nd Street
Flora, IL 62839

Dear Mayor Michael Stanford and City Council Members:

Please be advised that the Illinois Eastern Community College Board of Trustees are in full support of the City of Flora's efforts to extend the West Side/Central Tax Increment Financial ("TIF") District for an additional twelve (12) years. The City and the Illinois Eastern Community College Board of Trustees share a common interest in stimulating economic development within our community.

The extension of the term will serve the community by helping to attract private investment to the City to broaden the tax base and promote economic development.

After careful consideration, the Illinois Eastern Community College Board of Trustees supports the City with their efforts to obtain State of Illinois legislative approval to extend the life of the West Side/Central TIF.

Thank you.

Illinois Eastern Community College Board of Trustees

Date

Agenda Item #8H

Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
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 2020. By July 25 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.

RG/akb

Agenda Item #8I

Lease Agreements

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 16, 2020

RE: Lease Agreements

The following leases are submitted for Board consideration and action:

1. 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. This lease period is being renewed for five years, commencing July 1, 2020 and will expire June 30, 2025.
2. 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, 2020 through June 30, 2022, at the current monthly rent of \$125.00
3. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as 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 Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2025 under the current lease agreement.
4. 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. The lease term is being extended to June 30, 2022 at the monthly rent of \$225.
5. IECC/LTC Storybrooke Pre-K Lease – The lease began on September 18, 2019 and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to June 30, 2021 at \$2,100 per month rent, with an annual auto renewal if mutually agreed to in writing.
6. 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 of Rural Health and Social

Service Development through Southern Illinois University's School of Medicine. The lease period is July 1, 2020 through June 30, 2021, at a monthly rent of \$125.00.

The following leases are submitted as informational review of outstanding commitments of the District:

1. 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.
2. 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.
3. 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.
4. 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.
5. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet 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.
6. 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.
7. 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.

RG/akb

Attachments

LEASE

The agreement is made this 16th day of June 2020, between 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, 2020 through June 30, 2025.

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

President
Wabash Valley College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

Adopted this 16th day of June 2020

Adopted this 16th day of June 2020

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

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, 2020 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, 2020 through June 30, 2022 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 Three Thousand Dollars (\$3,000.00) 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 5th 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

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its:

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, 2025.

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.

President
Frontier Community College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

Adopted this 16th day of June 2020

Adopted this 16th day of June 2020

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

LEASE AGREEMENT

BETWEEN

TWIN RIVERS REGIONAL VOCATIONAL SYSTEM

AND

ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of July, 2020 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 11220 State Highway 1, 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 July 1, 2020 through June 30, 2022 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 Five Thousand Four Hundred Dollars (\$5,400.00) 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 5th 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: Dr. Ryan Gower, Chancellor

WITNESS:

AGREEMENT
BETWEEN
STORYBROOKE PRE-K
(A Regional Office of Education 12 Preschool Program)
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of July, 2020 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education 12 Preschool Program), whose address is 103 W. Main St, Olney, IL 62450 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: use of three classrooms in the Industrial Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 4,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2020 through June 30, 2021 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 One Hundred Dollars (\$2,100.00) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month 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 and air conditioning, water, telephone, wireless 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 WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed _____.

LESSEE: Storytime

By: _____
Its: Monte Newlin; Regional Superintendent
CORPORATE SEAL

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its: Ryan Gower; Chancellor
CORPORATE SEAL

WITNESS:

March 26, 2020

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, 2020 and ending June 30, 2021 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: _____

Dr. Ryan Gower
Chancellor
IECC/Olney Central College
305 N. West Street
Olney, IL 62450

Date: _____

Date: _____

UNIVERSITY LEASE NO. 501371-1265

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 30th 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:

LESSEE:

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529/OLNEY
CENTRAL COLLEGE

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

Signature

Dr. Randy J. Dunn

G. Andrew Fischer

President

Printed Name

Southern Illinois University

Chairman, IECC Board of Trustees

Date: _____

Title

06-19-2018

Date: _____

RENTAL PAYMENTS

Year	Lease Period	Gross Sq. Ft.	Cost Per Month	Total Payment
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

Room No.	<u>DESCRIPTION</u>	Total Sq Feet
	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).
1. 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).
2. 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).
3. 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).

4. 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).
5. 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).
6. 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).
7. 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).
8. 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).
9. 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).
10. 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).
11. 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).
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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 (30 ILCS 587).

18. 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))

19. 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)

EXHIBIT F

Disclosure Under Corrupt Practices Act

University Lease No. _____

The Illinois "Corrupt Practices Act" requires disclosure of the identity of every owner and beneficiary having any interest, real or personal, in real property before any contract relating to the ownership or use of such real property is entered into by the Board of Trustees of Southern Illinois University. In addition, every shareholder entitled to receive more than 7 ½% of the total distributable income of any corporation having an interest, real or personal, in such property must be disclosed.

_____ Date _____ Name and Title of Corporate Officer

_____ Signature

State of Illinois)
County of) ss

I, _____, a _____, do
(Name) (Official Title)

hereby certify that _____, personally known to me to be the same
(Name of Officer)

person whose name is subscribed to the foregoing instrument, appeared before me, and, being
sworn, testified that he/she is the _____ of _____.
(Title) (Corporation)

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day of _____, 20__.

_____ (Signature and Title of Officer)

(Seal)

Commission (if notary) expires _____, 20__.

**THE FOLLOWING LEASES ARE SUBMITTED AS INFORMATIONAL REVIEW OF
OUTSTANDING COMMITMENTS OF THE DISTRICT:**

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

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: _____

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.

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

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 18th 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 responsible 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: _____

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

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

By: _____

Name: Nancy C. Hankins

Title: VP, Procurement and Contracts

Date: _____

Landlord:

Illinois Eastern Community Colleges/ Wabash Valley College

By: _____

Name: _____

Title: _____

Date: _____

Agenda Item #8J

“Resolution authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the District for community college purposes.”

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 16, 2020

RE: General Obligation Bonds

The District has been closely monitoring the finances of the State of Illinois and its ability to timely pay funding earned through credit hour reimbursement to the District. It is expected that substantial delay in funding may become reality during fiscal year 2021. As we have reviewed our operational needs for the upcoming fiscal year, it has become necessary to plan for cash flow concerns. Capacity in our debt limits has been opened through the removal of consideration to issue \$1,650,000 in tax exempt bonds for the solar project at Lincoln Trail College.

In order to address planning concerns, the Board of Trustees should consider the issuance of General Obligation (Alternate Revenue Source) Bonds. Action would be to declare the Board's intent to issue bonds, not the actual issuance. These bonds would be used to defray the ordinary and necessary cost of operating the District. The District will pledge tuition, student fees, state aid and any lawfully available funds to the repayment of these bonds.

Following approval of the Resolution of Intent to issue, the District will publish the Resolution and a notice to the public opening a petition period. If enough electors so ascribe to the petition, the District will take the Bonds for referendum on the November 3, 2020 ballot. If no such petition is filed within thirty (30) days' notice, the District shall be authorized to issue the Bonds.

I ask the Board to approve a motion of intent to issue Taxable General Obligation Bonds (Alternate Revenue Source) in the amount not to exceed \$2,500,000.

RG/akb

MINUTES of a regular public meeting of the Board of Trustees of 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 at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on the 16th day of June, 2020.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, the following Trustees were physically present at said location: _____

The following Trustees attended the meeting by video or audio conference: _____

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following officials of the District were physically present at said location and ensured the availability of electronic meeting access by video and/or audio conference to any members of the public attending the meeting in person at said location and requesting such access: _____

The Chairman announced that the Board of Trustees would consider the adoption of a resolution authorizing the issuance of general obligation alternate bonds for community college purposes and directing the publication of a notice setting forth the determination of the Board to issue such bonds.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to a resolution (the "*Resolution*") adopted by the Board of Trustees (the "*Board*") of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), on the 16th day of June, 2020, the District intends to issue its Taxable General Obligation Bonds (Alternate Revenue Source) (the "*Bonds*") in an aggregate principal amount not to exceed \$2,500,000, for community college purposes. The revenue sources for the payment of the bonds will be tuition, student fees, state aid and any other lawfully available funds of the District. The District will also levy ad valorem property taxes upon all taxable property in the District without limitation as to rate or amount to pay the principal of and interest on the Bonds. A complete copy of the Resolution follows this notice.

Notice is hereby further given that if a petition signed by 4,587 or more electors of the District (being equal to the greater of (i) 7.5% of the registered voters in the District or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Bonds be submitted to referendum, is submitted to the Secretary of the Board (the "*Secretary*") within thirty (30) days after the date of publication of this notice, an election on the proposition to issue said bonds shall be held on the 3rd day of November, 2020. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue the Bonds.

By order of the Board of Trustees of the District.

Dated this 16th day of June, 2020.

Renee Smith
Secretary, Board of Trustees,
Community College District No. 529,
Counties of Richland, Clark, Clay, Crawford,
Cumberland, Edwards, Hamilton, Jasper,
Lawrence, Wabash, Wayne and White and
State of Illinois

RESOLUTION authorizing the issuance of Taxable General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$2,500,000, for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

* * *

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), is a duly organized and existing Community College District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has determined that it is advisable, necessary and in the best interests of the District to defray the ordinary and necessary costs of operating the District (the "*Purposes*"), all in accordance with the preliminary plans and estimate of costs heretofore approved by the Board and now on file in the office of the Secretary of the Board; and

WHEREAS, the estimated costs of the Purposes, including legal, financial, bond discount, capitalized interest, printing and publication costs and other expenses, is not less than \$2,500,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs are expected to be paid for from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Act; and

WHEREAS, it is necessary and for the best interests of the District that the Purposes be financed and in order to raise the funds required for such purpose it will be necessary for the

District to borrow an amount not to exceed \$2,500,000 and in evidence thereof to issue alternate bonds in an aggregate principal amount not to exceed \$2,500,000, all in accordance with the Act; and

WHEREAS, the revenue sources that will be pledged to the payment of the principal of and interest on such alternate bonds will be tuition, student fees, state aid and any other lawfully available funds of the District; and

WHEREAS, if such revenue sources are insufficient to pay such alternate bonds, ad valorem property taxes levied upon all taxable property in the District without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on such alternate bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the District to undertake the Purposes in accordance with the preliminary plans and estimate of costs as described, and that for such purpose general obligation alternate bonds of the District are hereby authorized to be issued and sold from time to time in an aggregate principal amount not to exceed \$2,500,000 (the “Bonds”).

Section 3. Retention of Placement Agent and Approval of Bond Counsel. The Board hereby retains First Midstate Inc., Bloomington, Illinois, as Underwriter or Placement Agent, as applicable, and approves of Chapman and Cutler LLP, Chicago, Illinois, as bond counsel to the

Underwriter or Placement Agent, as applicable, and disclosure counsel to the Underwriter, as applicable, with respect to the proposed issuance of said bonds.

Section 4. Publication. This Resolution, together with a notice in the statutory form, shall be published in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, and if no petition, signed by 4,587 electors, the same being equal to the greater of (i) 7.5% of the registered voters in the District or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the issuance of the Bonds be submitted to referendum, is filed with the Secretary of the Board within thirty (30) days after the date of the publication of this Resolution and said notice, then the Bonds shall be authorized to be issued.

Section 5. Additional Resolutions. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional resolutions or proceedings supplementing or amending this Resolution providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Resolution is not exceeded and there is no material change in the Purposes described herein. Such additional resolutions or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Resolution, together with such additional resolutions or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 7. Repealer. All resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Adopted June 16, 2020.

Chairman, Board of Trustees

Secretary, Board of Trustees

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Chairman declared the motion carried and the resolution adopted, and henceforth did approve and sign the same in open meeting and did direct the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “Board”), and as such official I am the keeper of the books, records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 16th day of June, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$2,500,000, for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were taken openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient and open to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Public Community College Act of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07, 2020-18, 2020-33 and 2020-39 (issued on March 16, 2020, April 1, 2020, April 30, 2020, and May 29, 2020, respectively), and the Local Government Debt Reform Act of the State of Illinois, and that the Board has complied with all of the applicable provisions of said Acts and its procedural rules in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 16th day of June, 2020.

Secretary, Board of Trustees

Agenda Item #8K

Affiliation Agreements

**Lavender Ridge – Basic Nurse Assistant – LTC/OCC
Clay County Hospital – Emergency Response – FCC**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Affiliation Agreements

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 affiliation agreements for OCC's and LTC's Basic Nurse Assistant Program with Lavender Ridge, located in Olney, Illinois and for FCC's Emergency Response Training Program with Clay County Hospital, located in Flora, Illinois.

I ask the Board's approval of these affiliation agreements.

RG/rs

Attachment

OLNEY CENTRAL COLLEGE/LINCOLN TRAIL COLLEGE
BASIC NURSE ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May 2020,
by and between OLNEY CENTRAL COLLEGE/LINCOLN TRAIL COLLEGE (hereinafter referred to as the
College) and

Lavender Ridge

Agency

1304 N. East Street

Street Address

Olney, IL 62450

(hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the College desires to make use of the AGENCY'S facilities for clinical nursing laboratory practice by students of the Nurse Assistant Program for the College, and

WHEREAS, the AGENCY has agreed to make its facilities available to the College 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 patient care for observation and participation by the students and faculty of the College, subject to the conditions and limitations contained herein.
2. The initial affiliation agreement and yearly renewal of said facilities of the AGENCY will be made by the Associate Dean of Nursing and Allied Health on behalf of the College and the Administrator and/or the Director of Nursing 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. The semester-by-semester communication and scheduling will be done by the Nurse Assistant Faculty of the college.
3. The College will be responsible for the teaching and guidance of the students in the clinical nurse assistant laboratory practice and will be available to the nurse assistant students.

The specific assignment of learning experiences for each student will be made and arranged by the Faculty on behalf of the College, in consultation with the Patient Care Manager, Supervisor, or Coordinator on behalf of the AGENCY. The College Faculty will assume supervision of the nurse assistant students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity to all applicable rules, regulations, and policies of the AGENCY; and the Faculty on behalf of the College will be responsible for maintaining proper standards of nursing care of patients assigned to nurse assistant students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nurse assistant students.

5. Supervision of the health requirement of all students making use of any of the AGENCY'S facilities, as contemplated herein, will be the responsibility of the Nurse Assistant Faculty of the College, and will comply with the policies of the health AGENCY.

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

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

Prior to the use of any AGENCY facilities, under the contemplated program, the College will furnish the AGENCY, upon request, the TB results for each participating student showing that said student fully complies with the health requirements of the AGENCY. The Nurse Assistant Instructor is required to keep records of TB tests.

6. The faculty of the College participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. The College Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Faculty member of the College participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

7. The Nurse Assistant Faculty of the College will provide orientation for the educational program for the AGENCY staff.

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

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

10. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.

11. A review of this agreement will be made every three years in the spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in College's Basic Nurse Assistant Program, at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete at the agency their nursing laboratory experience needed for completion of the program.

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

AGENCY: **Lavender Ridge**

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT 529, OLNEY CENTRAL
COLLEGE/LINCOLN TRAIL COLLEGE

Olney Central College/Lincoln Trail College

Director of Nursing

Associate Dean of Nursing and Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Revised: 5/23/96; 5/3/06; 6/16

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
CLAY COUNTY HOSPITAL
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 16th day of June, 2020 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and CLAY COUNTY HOSPITAL, Flora, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice and ambulance field experience by students of the PROGRAM, and

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the EMS Education Director 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 use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Education Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;

4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's EMS Education Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;

14. AGENCY under the contemplated program has the right to refuse any student and/or faculty members request for clinical laboratory practice and ambulance field experience;
15. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
16. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
17. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY;
18. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
19. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
20. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
21. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
22. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
23. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
24. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 16th day of June, 2020.

CLAY COUNTY HOSPITAL

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

President/CEO

Chairman, IECC Board of Trustees

Emergency Room Director

Chancellor, Illinois Eastern Community
Colleges

EMS Education Director

Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

June 16, 2020

Olney Central College/West Richland Center

1. Lincoln C300 Welders

Lincoln Trail College

1. Sod & Sod Installation for Soccer Field

TO: Board of Trustees

FROM: Bid Committee

DATE: June 16, 2020

RE: Lincoln C300 Welders

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 from Stumpf Welding for a total of \$101,213.28.

Company	Total Bid
American Welding & Gas, Inc. Evansville, IN	\$106,177.10
Fox Creek Fabrication Olney, IL	\$112,305.00
Gano Welding Supplies Charleston, IL	\$103,435.05
IL-MO Products Co. Mt. Vernon, IL	\$103,950.00
Stumpf Welding Mascoutah, IL	\$101,213.28

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Olney Central College Welding.

Source of Funds: Funding for the Welders is provided by a Title III program which is supported in part by a five-year grant awarded to Olney Central College from the U.S. Department of Education effective October 1, 2018. The estimated total cost for all project activities is \$2,506,775 financed by the grant award of \$2,249,968 (90%) and \$256,807 (10%) by Olney Central College.

Rationale for Purchase: The proposal from Stumpf Welding was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

Funding for the Welders is provided by a Title III program which is supported in part by a five-year grant awarded to Olney Central College from the U.S. Department of Education effective October 1, 2018. The estimated total cost for all project activities is \$2,506,775 financed by the grant award of \$2,249,968 (90%) and \$256,807 (10%) by Olney Central College.

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the Equipment shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10 a.m. local time, on Monday, June 8, 2020, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

Quantity: 15 – Lincoln Power Wave C300 including: Storage cart, 300-amp Mig gun, air cooled flex head tig torch with leads, cables, hoses, connector, foot pedal, and parts kit, regulators, gas hoses, work lead and electrode holder.

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms, and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

METHOD OF BID EVALUATION

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Buy America: To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

Federal Participation Disclosure: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

Nondiscrimination: There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

Certification of Eligibility: Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Debarment, Suspension, Ineligibility, and Voluntary Exclusions: No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Specifications for Lincoln C300 Welders

Quantity: 15 – Lincoln Welders with Educational Pack – Stick, DC TIG, Pulsed DC TIG, MIG, Pulsed MIG, Flux-Cored capable, DC output amperage range going from at least 5 amps on minimum output to at least 300 amps on maximum output. Unit should also be capable of running on single or three phase input. Unit may be no larger than 40.2 in x 24 in x 45.2 in. Unit must have integrated wire feeder. Unit must come with a cart with storage, a 300-amp Mig gun, and an air-cooled flex head tig torch with leads, cables, hoses, connector, foot pedal, and a parts kit. The unit must also come with regulators, gas hoses, work lead, and an electrode holder (everything included in picture).



ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO WEST RICHLAND CENTER, 320 E. NORTH AVE., NOBLE, IL 62868. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

TO: Board of Trustees

FROM: Bid Committee

DATE: June 16, 2020

RE: Sod and Sod Installation of Soccer Field

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 from Freeman Athletic Fields for a total of \$38,479.00.

Company	Total Bid
Freeman Athletic Fields	\$38,479.00
Grassmasters Sod Farms	\$52,790.00
Schenk Sod Farm	\$40,213.67

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Lincoln Trail Athletics – Soccer.

Source of Funds: Gladys Jones Estate.

Rationale for Purchase: The proposal from Freeman Athletic Fields meets the specifications required in the bid at the most cost-effective price in conformity with bid specifications.

The "Advertisement for Bids" was placed in the Mt. Carmel Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the sod and installation shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10 a.m. local time, on Friday, June 12, 2020, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Lump sum bids will be received for the following: Contract No. 1: Complete Contract. Completion of bid tabulation included is required.

Contract for the purchase and installation of 110,000 square feet of *Athletic Quality Fescue/Bluegrass Blend*, for purposes of soccer fields at the Statesmen Park located at Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454. Sod should be a minimum of 42” with standard cut.

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

METHOD OF BID EVALUATION

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Nondiscrimination: There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

Certification of Eligibility: Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Debarment, Suspension, Ineligibility, and Voluntary Exclusions: No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BID TABULATION

Specifications for Sod

110,000 square feet of *Athletic Quality Fescue/Bluegrass Blend*, for purposes of soccer fields at the Statesmen Park located at Lincoln Trail College. Required minimum of 42” sod rolls with standard cut.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO LINCOLN TRAIL COLLEGE, 11220 STATE HIGHWAY 1, ROBINSON, IL 62454. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
May 31, 2020**

FUND	BALANCE
Educational	\$5,891,044.06
Operations & Maintenance	\$1,427,669.78
Operations & Maintenance (Restricted)	\$3,915,207.42
Bond & Interest	\$421,490.34
Auxiliary	\$1,783,668.20
Restricted Purposes	(\$435,936.35)
Working Cash	\$3,523,808.83
Trust & Agency	\$476,465.43
Audit	(\$1,043.28)
Liability, Protection & Settlement	<u>\$676,302.44</u>
TOTAL ALL FUNDS	<u><u>\$17,678,676.87</u></u>

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
May 31, 2020

	ALL FUNDS	
	Fiscal Year 2020	Fiscal Year 2019
ASSETS:		
CASH	\$ 17,678,677	\$ 10,303,154
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	152,659	76,064
INVESTMENTS	11,625,000	19,250,000
RECEIVABLES	3,636,677	3,807,214
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	16,305,879	16,386,967
TOTAL ASSETS AND OTHER DEBITS:	\$ 50,329,914	\$ 50,771,873
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ 188,357
ACCOUNTS PAYABLE	45,092	361,722
ACCRUED EXPENSES	-	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	3,321,183	3,729,190
L-T DEBT GROUP (FUND 9)	3,647,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
OTHER LIABILITIES	418,260	433,291
TOTAL LIABILITIES:	23,212,621	27,311,811
 FUND BALANCES:		
FUND BALANCE	27,497,404	27,646,513
INVESTMENT IN PLANT (Net of Depr)	16,305,879	16,386,967
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(19,428,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	2,742,096	2,025,833
TOTAL EQUITY AND OTHER CREDITS	27,117,293	23,460,062
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 50,329,914	\$ 50,771,873

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Periods Ended May 31, 2020 & 2019

	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 7,636,980	\$ 7,399,414
STATE GOVT SOURCES	9,575,542	11,306,381
STUDENT TUITION & FEES	13,503,680	14,403,523
SALES & SERVICE FEES	2,472,209	2,983,224
FACILITIES REVENUE	39,528	30,072
INVESTMENT REVENUE	415,559	423,853
OTHER REVENUES	258,971	1,118,180
TOTAL REVENUES:	<u>33,902,469</u>	<u>37,664,647</u>
EXPENDITURES:		
INSTRUCTION	10,774,271	11,074,368
ACADEMIC SUPPORT	425,342	434,777
STUDENT SERVICES	1,545,778	1,530,410
PUBLIC SERV/CONT ED	5,913	14,051
OPER & MAINT PLANT	2,716,161	2,763,016
INSTITUTIONAL SUPPORT	9,124,363	8,561,565
SCH/STUDENT GRNT/WAIVERS	6,195,307	6,666,735
AUXILIARY SERVICES	5,023,718	5,066,873
TOTAL EXPENDITURES:	<u>35,810,853</u>	<u>36,111,795</u>
OTHER FINANCING SOURCES:		
PHS BOND PROCEEDS	3,974,799	-
	<u>3,974,799</u>	<u>-</u>
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>
NET INCREASE/DECREASE IN NET ASSETS	<u>\$ 2,066,415</u>	<u>\$ 1,552,852</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2018-2020**

College	Category	FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			% 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		\$ 702,164			\$ 671,282			\$ 685,512		
	Payroll		1,956,422			2,088,284			1,995,019		
	Waivers		757,241			925,328			684,147		
	Totals	\$ 4,189,416	3,415,827	82%	\$ 4,550,604	3,684,894	81%	\$ 4,370,599	3,364,678	77%	92%
Lincoln Trail	Bills		923,283			1,116,495			983,122		
	Payroll		2,114,066			2,233,469			2,211,523		
	Waivers		857,282			787,715			842,018		
	Totals	\$ 4,531,653	3,894,631	86%	\$ 4,788,234	4,137,679	86%	\$ 5,365,117	4,036,663	75%	92%
Olney Central	Bills		1,447,343			1,478,161			1,386,002		
	Payroll		4,237,253			4,426,639			4,458,938		
	Waivers		625,863			666,813			735,828		
	Totals	\$ 7,303,330	6,310,459	86%	\$ 7,449,755	6,571,613	88%	\$ 7,669,580	6,580,768	86%	92%
Wabash Valley	Bills		1,158,500			1,227,514			1,239,617		
	Payroll		2,749,381			2,968,961			2,912,141		
	Waivers		1,321,239			1,367,841			1,483,613		
	Totals	\$ 6,136,568	5,229,120	85%	\$ 6,236,897	5,564,316	89%	\$ 6,449,215	5,635,371	87%	92%
Workforce Educ.	Bills		253,375			260,763			224,005		
	Payroll		1,098,267			1,121,109			1,022,753		
	Waivers		2,650,732			2,772,634			2,247,051		
	Totals	\$ 4,869,942	4,002,374	82%	\$ 4,258,339	4,154,506	98%	\$ 4,396,670	3,493,809	79%	92%
District Office	Bills		291,238			296,758			274,151		
	Payroll		941,419			1,054,534			1,011,419		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	1,232,657	76%	\$ 1,519,023	1,351,292	89%	\$ 1,551,484	1,285,570	83%	92%
District Wide	Bills		1,464,866			1,603,959			1,895,547		
	Payroll		743,087			813,645			832,106		
	Waivers		135,460			146,905			202,847		
	Totals	\$ 2,705,152	2,343,413	87%	\$ 2,883,536	2,564,509	89%	\$ 3,107,121	2,930,500	94%	92%
GRAND TOTALS		\$31,350,524	\$ 26,428,481	84%	\$ 31,686,388	\$28,028,809	88%	\$32,909,786	\$27,327,359	83%	92%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
May 31, 2020

	FY 2020		FY 2019		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 14,443,899	52.86%	\$ 14,706,641	52.47%	\$ (262,742)	-1.787%
Employee Benefits	2,339,341	8.56%	2,482,157	8.86%	(142,816)	-5.754%
Contractual Services	1,238,602	4.53%	1,032,195	3.68%	206,407	19.997%
Materials	1,311,065	4.80%	1,407,093	5.02%	(96,028)	-6.825%
Travel & Staff Development	150,864	0.55%	214,136	0.76%	(63,272)	-29.548%
Fixed Charges	83,623	0.31%	135,498	0.48%	(51,875)	-38.285%
Utilities	958,956	3.51%	1,112,541	3.97%	(153,585)	-13.805%
Capital Outlay	504,535	1.85%	158,078	0.56%	346,457	219.168%
Other	6,296,474	23.04%	6,780,470	24.19%	(483,996)	-7.138%
	<u>\$ 27,327,359</u>	<u>100.00%</u>	<u>\$ 28,028,809</u>	<u>100.00%</u>	<u>\$ (701,450)</u>	<u>-2.503%</u>

Agenda Item #11

Chancellor'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: Ryan Gower
DATE: June 12, 2020
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the June Personnel Report. Additional information for items 400.1, 400.2, 400.6, and 400.7 have been sent under separate cover.

INDEX

- 400.2. Employment of Personnel**
- 400.3. Change in Status**
- 400.4. Special Assignments FY2021**
- 400.5. Approval to Hire Director of HR Prior to July Board Meeting**
- 400.6. Approval of Non-College Employment**
- 400.7. Resignation Ratification**
- 400.8. Retirement Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Dr. Bradley Logsdon, Physical Sciences Instructor, LTC, effective August 13, 2020.

B. Professional Non-Faculty, Exempt

1. Casey Wyllie, Interim Head Men's Basketball Coach, OCC, effective June 17, 2020.

400.2. Change in Status

A. Faculty

1. Dennis York, Coordinator of Industrial Training, LTC, to Broadband Telecom Instructor, LTC, effective August 13, 2020.

B. Professional Non-Faculty, Non-Exempt

1. Sheryl Childers, Administrative Assistant, HR, DO, to Executive Assistant to the Chancellor, DO, effective June 8, 2020.

400.3. Special Assignments FY 2021 (attachments)

400.4. Approval to Hire Director of HR prior to July Board meeting

400.5. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Calendar Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN	200

400.6. Resignation Ratification

A. Professional Non-Faculty, Exempt

1. Michael Burris, Men's Basketball Head Coach, OCC, effective May 27, 2020.

400.7. Retirement Ratifications

A. Administration

1. Marilyn Holt, Interim Chief Executive Officer, DO, effective June 21, 2020.

B. Professional Non-Faculty, Exempt

1. Pamela Swanson-Madden, Program Director of International Student & Director of District Student Recruitment, DO, effective July 1, 2020.

C. Professional Non-Faculty, Non-Exempt

1. Amy Loss, Coordinator of Registration & Records, FCC, effective October 1, 2020.

Special Assignments

Frontier Community College

Academic		Approved 2019-2020	Recommended 2020-2021
1. Gerry Kinney	Lead Inst. Electrical Distribution	\$550*	\$550*
2. Rodney Maxey	Lead Inst Auto Tech	\$550 *	\$550 *
3. Jodi Peach	Lead Inst Health Informatics	\$550 *	\$550 *
Athletic			
1. Jan Wiles	Athletic Director	\$3,500	\$3,500
2. Nixie Hnetkovsky	Head Volleyball Coach	\$6,000	\$6,000
Other			
1. Kent Staley	O & M Team Leader	\$7,500	\$7,500

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments Lincoln Trail College

Academic		Approved 2019-2020	Recommended 2020-20201
1. Travis Matthews	Lead Inst Broadband Telecomm	\$650 *	\$650
2. Jared Gullett	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$550 *	\$550
3. Tina Lindley	Lead Inst Process Technology	\$550 *	\$550
Athletic			
1. Kevin Bowers	Athletic Director	\$5,000	\$5,000
Extra-Curricular			
1. Rebecca Carmack	Performing Arts Coordinator	\$1,500	\$1,500
Other			
1. Chris Ellington	O & M Team Leader	\$7,500	\$7,500
2. Christina Siegel	Interim Bookstore Manager	\$6,200	\$6,200

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments Olney Central College

Academic		Approved 2019-2020	Recommended 2020-21
1. Lonnie Barnes	Lead Inst Collision Repair Tech	\$550 *	\$550 *
2. Shasta Bennett	Lead Inst Human Resource Assistant	\$550 *	\$550 *
3. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$550 *	\$550 *
4. Curtis Marshall	Lead Inst Welding	\$550 *	\$550 *
5. Logan Marshal	Lead Inst Industrial Maintenance	\$550 *	\$550 *
6. Amie Mayhall	Lead Inst Medical Office Assistant	\$600 *	\$600 *
7. Kristi Urfer	Lead Inst Accounting	\$600 *	\$600 *
Academic – Allied Health			
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. Jasmyne Lewis	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
5. Lisa Rauch	Director of Radiography	\$1,000	\$3,000
6. Brittany Ochs	Clinical Coordinator, Radiography	\$500	\$1,500

Extra-Curricular			
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
Other			
1. Clay Atkins	O & M Team Leader	\$7,500	\$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

Academic		Approved 2019-2020	Recommended 2020-21
1. Scott Balding	Lead Inst Diesel Equipment Tech	\$600 *	\$600 *
2. Joseph Brown	Lead Inst Truck Driving	\$550 *	\$550 *
3. Carla Cadwalader	Lead Inst Early Childhood Dev	\$550 *	\$550 *
	Small World	\$200/month	\$200/month
4. Jay Carter	Lead Inst Advanced Manufacturing	\$550 *	\$550 *
5. Steve Hnetkovsky	Lead Inst Agriculture Production	\$550 *	\$550 *
6. Ronda Hockgeiger	Lead Inst Social Services	\$550 *	\$550 *
7. Kyle Peach	Lead Inst Radio/TV	\$550 *	\$550 *
	Director of Broadcasting	\$8,000	\$8,000
8. Doug Robb	Lead Inst Agriculture Business	\$550 *	\$550 *
9. David Wilderman	Lead Inst Marketing	\$550 *	\$550 *
10. Brian Wick	Lead Inst Gunsmithing	\$550 *	\$550 *
Athletic			
1. Mike Carpenter	Athletic Director	\$5,000	\$5,000
2. John (Asa) Defendall	Head Softball Coach	\$6,000	\$6,000
3. Patrick Harris	Head Women's Soccer Coach	\$6,000	\$6,000

4. Todd Gill	Head Fishing Team Coach		\$6,000
Other			
1. Adam Roesch	O & M Team Leader	\$7,500	\$7,500

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments District Office

Extra-Curricular		Approved 2019-2020	Recommended 2020-2021
1. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time
Athletic			
1. Tyler Browning	Athletics Compliance Coordinator	\$6,000	\$6,000
Other			
1. Ryan Hawkins	Treasurer	\$200/month	\$200/month
2. Dana Hart	Interim Director of Human Resources	\$500/month	\$500/month
3. Chris Forde	Director of Marketing & Public Information		\$6,000

Agenda Item #15

Collective Bargaining

**Memorandum of Agreement with IECEA Faculty Union – Professional
Development**

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

