

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 15, 2021



Location:

**Lincoln Trail College
11220 State Highway 1
Robinson, IL 62454**

<https://zoom.us/j/98142087988>

Meeting ID: 981 4208 7988
Dial in: 312 626 6799

**Dinner – 6:15 p.m. – Lincoln Room
Meeting – 7:00 p.m. – Statesmen Grill (Cafeteria)**

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

**Illinois Eastern Community Colleges
Board Agenda**

June 15, 2021

7:00 p.m.

**Lincoln Trail College
Statesmen Grill (Cafeteria)**

<https://zoom.us/j/98142087988>

Meeting ID: 981 4208 7988

Dial in: 312 626 6799

1. Call to Order & Roll Call Chairman Carter
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and Guests Gower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
6. Policy First Reading (and Possible Approval) Gower
 - A. Policy 500.14 Tuition Waiver
 - B. Policy 100.8 Nondiscrimination
7. Policy Second Reading Gower
 - A. None
8. Staff Recommendations for Approval
 - A. Renewal of Property, Casualty & Liability Insurance CoverageHawkins
 - B. FY2022 Budget ResolutionHawkins
 - C. Tentative Budget Approval FY22Hawkins
 - D. Building and Maintenance Fund ResolutionHawkins
 - E. Inter-Fund Loans ResolutionHawkins
 - F. Working Cash Fund ResolutionHawkins

- G. Payment of Accrued Bills Gower
- H. Lease Agreements Gower
- I. Capital Development Board #810-043-006 Gower
- J. 2021 Student Satisfaction Survey Results Gower

- K. Affiliation Agreements..... Gower
 - R&T Physical Therapy/ Wabash General Hospital/ Fairfield Memorial Hospital/ Clay County Hospital/ Rehab for Life/ Joyner Therapy Services/ Renewal Rehab/ Deaconess Gibson General Hospital/ Progressive Health of Indiana

- 9. Bid Committee Report Gower
 - A. TRIO Student Support Services 2021 Educational Trip

- 10. District Finance
 - A. Financial ReportHawkins
 - B. Approval of Financial ObligationsHawkins

- 11. Executive Session..... Gower

- 12. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes Gower
 - B. Audio Executive Session Minutes Gower
 - C. Semi-Annual Review of Executive Session Minutes Gower

- 13. Approval of Personnel Report..... Gower

- 14. Collective Bargaining..... Gower

- 15. Litigation Gower

- 16. Other Items

- 17. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in person and by telecommunication means (Zoom) from Bob Boyles Foundation Hall at Frontier Community College, Fairfield, Illinois, Tuesday, May 18, 2021.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees absent: None. Student Trustee Sania Borom was present. 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, or participating by Zoom at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Roger Eddy, Interim President of Lincoln Trail College. (by Zoom)

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Rodney Ranes, President of Olney Central College.

Ryan Hawkins, Chief Financial Officer.

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources.

Mike Thomas, Dean, Workforce Education. (by Zoom)

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” –

Regular Meeting Held April 20, 2021: Open meeting minutes as prepared for the regular meeting held April 21, 2021 were presented for disposition.

Board Action to Approve Minutes: Trustee Al Henager made a motion to approve minutes of the regular meeting held on April 20, 2021 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, including several college staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Reports were presented from the Presidents.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” –

#6-A. Board Policy on Giving 100.38: The Board reviewed the proposed policy and it will be presented for second reading at the June 15th Board of Trustees meeting.

#6-B. Appropriate Use of Information Technology Resources 200.2: Revisions to the policy were presented. The Chancellor recommended second reading be waived and approval of the Policy 200.2 Appropriate Use of Information Technology Resources.

ADMINISTRATION - 200

Appropriate Use of Information Technology Resources Policy (200.2)

Effective date: June 11, 1996

Revised: August 17, 2005

Revised: April 19, 2016

Revised: May 16, 2017

Revised: October 17, 2017

Revised: May 18, 2021

In pursuit of its mission to deliver exceptional education and services to improve the lives of our students and to strengthen our communities, the Board of Trustees of Illinois Eastern Community Colleges ("IECC" or the "District") provides access to “information technology resources” (as defined below) for students, employees and other constituents within institutional priorities and financial capabilities.

Access to District information technology resources may be granted by the data owners of that information based on their judgment of the following factors: relevant laws and contractual obligations, the requestor's need to have access to the information technology resources, the information technology and resources' sensitivity and the risk of damage to or loss by the District which could result from its disclosure.

The District reserves the right to extend, limit, restrict or deny privileges and access to its information technology resources. Data owners--whether departments, units, students, or employees--may allow individuals other than District students or employees access to information which they own or for which they are responsible, so long as such access does not violate any license or contractual agreement, District policy or any federal, state, county or local law or ordinance.

IECC information technology resources are to be used for the District-related activities for which they are intended and authorized. District information technology resources are **not** to be used for commercial purposes or non-college related activities without written authorization from the District. In these cases, the District will require payment of appropriate fees. This policy applies equally to all District-owned or District-leased information technology resources.

All users of IECC's information technology resources must act responsibly in their use of the resources. All users of District-owned or District-leased information technology resources must respect the rights of other users and comply with all pertinent licenses and contractual agreements. IECC's policy requires that all students, employees and other authorized users act in accordance with these responsibilities, relevant laws and contractual obligations and the highest standard of ethics. Each user must remember that his/her freedom to access, display or publish information is constrained by the rights of others who have the right not to be subjected to material that they find offensive. Information posted and/or published on the Internet may be accessible by any computer on the Internet.

Authorized users must all guard against abuses that disrupt or threaten the viability of any and all systems, including those at the college campuses and those on networks to which the District's systems are connected. Access to information technology resources without proper authorization from the data owner(s), unauthorized use of District computing facilities, and intentional or negligent corruption or misuse of information technology resources are direct violations of the District's standards for conduct as outlined in IECC Policies and Procedures, District collective bargaining agreement and the Faculty Handbook and may also be considered civil or criminal offenses.

Privacy and Content

Users should have no expectation of privacy or confidentiality in the content of electronic communications or other computer files sent and received on the District computer network or stored on any IECC information technology resources. The District Information Technology Department Staff, College Technicians, or other District employees, may, at any time, review the subject, content, and appropriateness of electronic communications or other computer files, and

remove them if warranted, reporting any violation of rules to the District administration and/or law enforcement officials.

Account Security and Information Exchange

User IDs and passwords are provided for technology systems and are only for individual use. Users should not share passwords with anyone and should not use anyone else's password regardless of how the password was obtained. If a user suspects someone has discovered his or her password, the password should be changed immediately and the IT Help Desk should be notified. Users shall not intentionally modify files, data, or passwords belonging to other users. When sending electronic communications, users should be cautious when including personal information. IECC is not responsible for personal information which is obtained by unauthorized recipients or interceptors of electronic communications. Use of personal credit cards on an IECC owned computer is done at the user's own risk and IECC is not responsible for any loss or damages resulting from this use.

Multi-factor Authentication

Multi-factor authentication (MFA) is also required for all users accessing IECC's systems. MFA is a method of computer access control in which a user is granted access only after successfully presenting multiple separate pieces of evidence to an authentication mechanism – typically at least two of the following categories: knowledge (something they know), possession (something they have), and inherence (something they are). IECC utilizes four MFA verification methods: 1. The Microsoft Authentication App, 2. A text message to a cell phone, 3. A phone call to any 10-digit phone number, 4. A digital token key. Digital token keys will be available on a case-by-case basis. A lost or stolen MFA token should be reported immediately to the IT Help Desk. A replacement charge of \$25.00 may be applied for any lost or stolen token.

Employee Account Setup Process

Each IECC location has designated employees (President/Dean offices or other administration) that may request accounts for their employees by completing the Information Technology Services Request Form. This form is submitted to the Human Resources and Information Technology Departments for verification and processing. When the accounts have been created, the Information Technology Department sends account information to the employee via email, text or mail. mails the initial user IDs and passwords to the employee. Banner system accounts also require the completion of the Banner Security Request form. Entrata portal MyIECC account details are also included with the IT Services Request that allow employees and faculty access to various course and employee resources.

Student Account Setup Process

Student accounts are generated during the application acceptance process. Credentials are sent to a student by encrypted email to setup their MyIECC account. Student Services in some cases may directly issue credentials to create an account using a GeneratedID and PIN. In either process the student must complete account setup and set a new password. Students may be required to use multi-factor authentication for additional account security. (See MFA section of this document). The Student Services Department provides student with ID numbers and PINS to be used to create Entrata portal accounts. The Entrata account creation process assigns the student a user ID and allows the student to create a password. The MyIECC account portal system provides

access to many services including email, online courses, electronic course materials, schedules, grades, tax forms, account balances, emergency alerts, library service, and much more.

Student Email and Electronic Communications

IECC provides email accounts to students as a tool for sharing important and official information regarding registration, financial aid, deadlines, student life, and more. Email allows IECC to communicate quickly and efficiently and provides standardized, consistent communication with IECC students. The student email accounts are cost-effective and environmentally friendly. The IECC email account is IECC's official communication and notification method to students. ~~Student email accounts are created when students activate their IECC portal accounts.~~ IECC expects that every student will receive email at his or her IECC email address and will read email on a frequent and consistent basis. A student's failure to receive and read IECC communications in a timely manner does not absolve that student from knowing and complying with the content of such communications.

~~Students may elect to redirect (auto-forward) email sent to their IECC email address. Students who redirect email from their official IECC email address to another address do so at their own risk. IECC is not responsible for the handling of email by outside service providers. If email is lost because of forwarding, it does not absolve the student of the responsibilities associated with communications sent to their official IECC email address.~~

Copyrighted Material

Users shall not: copy and forward, download, and/or upload to the IECC network or Internet server any copyrighted, trademarked, and other intellectual property without express authorization from the owner of the trademark, copyrights or intellectual property right.

IECC prohibits the use of peer-to-peer file sharing applications on its network, including wireless network services, to transmit, exchange, or copy any music, software, or other materials which are protected by copyright or intellectual property rights.

Unauthorized copying, use or distributions of software is illegal, strictly prohibited, and subject to criminal penalties. Penalties for copyright infringement are controlled by the U.S. Copyright Office and can be as high as \$150,000 per incident. For additional information, please see the website of the U.S. Copyright Office at www.copyright.gov. Similarly, other intellectual property content owners may take criminal or civil action against a user for unauthorized copying, use or distribution of intellectual property materials. All the content transmitted via e-mail and web publishing must either be the users' own or must be transmitted with express authorization for distribution by IECC or by the individual who owns the trademark, copyright or intellectual property right.

Inappropriate and Illegal Use of Technology Resources

Examples of inappropriate and illegal use include:

1. Accessing, e-mailing or web publishing of material, including text or images, determined to be obscene and/or pornographic.
2. Use of information technology to facilitate, engage in and/or encourage academic dishonesty.

3. Email distribution or web publishing of derogatory statements intended to offend other individuals, groups, or organizations or which violate IECC's anti-discrimination/harassment policy and procedures. (See policy 100.8 and procedure 100.8 for more information.)
4. Use of information technology resources in a manner that violates this Policy, any other District/College policy, and/or local, state or federal law.
5. Intentionally infiltrate, or "hack," IECC or other information technology resources.
6. Release viruses, worms, or other programs that damage or otherwise harm IECC or other information technology resources.
7. Knowingly disrupt a system or interfere with another student's, staff or faculty member's or other authorized user's ability to use that system
8. Willfully damage or destroy computer hardware, software, or data belonging to IECC or its users.

Priority Usage of Computer Hardware, Software and/or Facilities

Priority shall be given to classroom activities, assignments and/or research and to IECC faculty, staff, and students.

Lab User Age Restriction

Patrons under the age of 18 who are not enrolled students are not permitted to use the open lab computers without obtaining authorization from the college's Learning Resource Director or Lab Supervisor.

Student Data Storage

Students are not allowed to store personal work and/or software on the hard drives in the open lab and all students should have a personal storage device or service for saving their work. Any files or software found on the hard drives will be deleted. IECC is not responsible for data lost for any reason including but not limited to: power failure, computer failure, or any other planned or unplanned or unavoidable event or emergency.

Software

IECC may provide access to software and services such as MS Office 365, Google Docs, Adobe and others. These services are generally provided for free or at a reduced cost to currently enrolled students and/or active employees. IECC must comply with the software license agreements provided by the software vendors and services may be revoked or modified at the vendor's discretion. Students and employees are required to comply with the End User License Agreement (EULA) associate with the software or service. The software and services may be terminated when students are no longer enrolled or employees are no longer employed.

Network Bandwidth

Network capacity is limited and users must not exceed reasonable usage. IECC has the rights to block, limit, or prioritize traffic for any reason.

Internal Network

Only authorized IECC technical staff are allowed to connect personal computers or other devices to the internal IECC network.

Public Wi-Fi Internet Access

Wireless public Internet access is provided throughout most IECC's campus locations. **Please be advised that the public network does not enforce any security or encryption.** Transmissions of secure information such as ID's, credit card numbers, passwords, etc. may be intercepted by wireless users in or near the open networks. **IECC is not responsible for damage to personal property or other injury, including damage to personal computing devices resulting from software/hardware installation or Internet use.**

Commercial Use

Users shall not use the District's computer network to set up web pages to advertise or sell products or services, solicit sales or conduct business without prior written approval and, if required, the payment of an appropriate fee.

Sanctions

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology resources seriously. IECC computing resources may also be subject to prosecution by state or federal authorities.

IECC has the right to remove, without notice, any material from its system found to be threatening, obscene, and pornographic or which violates the District's anti-discrimination/harassment policy or any other District policy. Such action may result in the termination of the user's account.

Policy Adoption – Administration – Liability

This policy will be reviewed and updated periodically and the current policy, inclusive of any revisions, will be electronically posted on the IECC website.

Implementation

The Chief Executive Officer, Presidents and Director of Information and Communications Technology are responsible for supervising adoption of guidelines to implement this policy.

Enforcement

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, IECC collective bargaining agreement and the college's catalog. IECC treats access and use violations of information technology resources seriously. IECC will pursue criminal and civil prosecution of violators as it deems necessary.

Definitions

Account: see Information Technology Account.

Administrative Officer: Chief Executive Officer, President, Dean or Director to whom an individual reports.

Authorized Users: students, employees, and other constituents of the IECC District.

Data Owner: the author or publisher of the information, data or software; can be the individual or department that has obtained a license for the District's use of the information, data or software.

Computing Devices: different classes of computers, servers and mobile devices. If owned, or leased by the District or if owned by an individual and connected to a District-owned, leased or operated network, use of these computing devices is covered by the IECC Policy for Responsible Use of Information Technology.

Employee: See Human Resources policy section 400.

Information Technology Resources: equipment or services used to input, store, process, transmit, and output information, including, but not limited to, desktops, laptops, mobile devices, servers, telephones, fax machines, copiers, printers, Internet, email, and social media sites.

Information Technology Account: the combination of a user number, user name, or user ID and a password that allows a student, employee, or other authorized user access to information technology resources.

Network: a group of computing devices that share information electronically, typically connected to each other by either cable, wireless or other technologies.

Software: the programs and other operating information used by a computer.

Student: any person currently participating in any class of instruction offered by or on the premises of the IECC institutions.

Systems: see Information Technology Resources

User: see Authorized User

USER AGREEMENT

I agree to and will abide by the attached policy (200.2) concerning the use of computer, Internet, and web publishing access provided to me through Illinois Eastern Community Colleges (IECC).

I understand that alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology resources seriously. IECC computing resources may also be subject to prosecution by local, state or federal authorities.

I understand that if I am issued a MFA token and it is misplaced or stolen, I may be charged a \$25.00 replacement fee.

I UNDERSTAND THAT I SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED ON ANY IECC INFORMATION TECHNOLOGY RESOURCES. THE DISTRICT INFORMATION TECHNOLOGY DEPARTMENT STARR, COLLEGE TECHNICIANS, OR OTHER DISTRICT EMPLOYEES MAY, AT ANYTIME, REVIEW THE SUBJECT, CONTENT,

AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

NAME: _____
(signature)

(printed name)

DATE: _____

Board Action: Trustee John Brooks made a motion to waive second reading and approve the foregoing policy 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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 #7- “Policy Second Readings” – None.

AGENDA #8 – “Staff Recommendations for Approval” –

#8-A. Affiliation Agreements: Chancellor Gower recommended approval of the following affiliation agreements. The agreements were sent to Trustees by email prior to the meeting.

- Christopher Rural Health- Certified Medical Assistant
- Fairfield Memorial Hospital- Certified Medical Assistant
- Clay County Hospital- Certified Medical Assistant
- Clay County Hospital- Medical Lab Technician
- Deaconess Gibson General Hospital- Medical Lab Technician
- Carle Foundation- Medical Lab Technician
- Fairfield Memorial Hospital- Medical Lab Technician
- Good Samaritan Hospital- Medical Lab Technician
- Hamilton Memorial Hospital- Medical Lab Technician
- St. Elizabeth’s Hospital- Medical Lab Technician & Phlebotomy
- REX Rehab – Clinical Programs

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreements as recommended. Trustee Brady Waldrop 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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. Athletic Training Agreement LTC: The Chancellor recommended approval of the Athletic Training Services Agreement with Crawford Memorial Hospital for Lincoln Trail College. The agreement is for a one year term at a cost of \$7, 250.00. The agreement is listed in full in the Board agenda.

Board Action: Trustee Brenda Culver made a motion to approve the Athletic Services Agreement for Lincoln Trail College with Crawford Memorial Hospital as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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. Medical Lab Technician Program Course Fees: Chancellor Gower recommended approval of the following Medical Lab Technician Course Fees:

MLT 1201 – Introduction to Clinical Lab:	\$0
MLT 1202 – Serology/Immunology:	\$50
MLT 1205 – Clinical Microbiology:	\$75
MLT 1210 – Hematology & Hemostasis:	\$50

Board Action: Trustee Al Henager made a motion to approve the foregoing course fees for the Medical Lab Technician Program, effective Fall Semester 2021. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Contract Extension with Ellucian: Ellucian is the District’s current software supplier and provides software for financial, personnel, and student records functions. The Chancellor recommended approval of the following contract:



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between ELLUCIAN COMPANY L.P. (“Ellucian”) and ILLINOIS EASTERN COMMUNITY COLLEGES SYSTEM OFFICE (the “Client”). This Order Form amends the Software License & Services Agreement dated March 21, 1997 between the parties (the “Agreement”). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client’s license for the “Terminated Perpetual Software” identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the Subscription Software Table below, on a

term-of-years basis (“Subscription Software”) and/or certain other software, as identified in the Cloud Software Table below, on a term- of-years, Ellucian cloud-provided basis (“Cloud Software”). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the “Software Term” consists of the period of time from the last day of the month of execution of this Order Form (the “Beginning Date”) until April 30, 2026 (the “Expiration Date”). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client’s license to access and use the Subscription Software and the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; automatic renewal beyond the Software Term will be subject to an increase of up to seven percent (7%) annually, for each such renewal Contract Year, in addition to applicable third party fee increase (if any), unless and until the parties execute a written amendment or subsequent order form for a committed renewal term.

Termination of License for Terminated Perpetual Software. Client’s license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client’s internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client’s internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that Subscription Software that replaces the Terminated Perpetual Software has been delivered. Ellucian will provide the necessary process and procedure for Client’s access to the Cloud Software within thirty (30) days of the Beginning Date.

Continuing Perpetual Software. Notwithstanding the termination of Client’s license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the “Continuing Perpetual Software”), as previously licensed between the parties. In order to align Software Support Services for the Continuing Perpetual Software to the Software Term applicable to Subscription Software and Cloud Software licensed under this Order Form, the parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on the Beginning Date through the Expiration Date (“Extended Maintenance Term”).

SUBSCRIPTION SOFTWARE TABLE ^{1,2,3}	
Description	Fee
Banner Student (includes Student Self-Service and Faculty and Advisor Self-)	Included
Ellucian Degree Works	Included
Ellucian Degree Works Transfer Equivalency	Included
Banner Financial Aid (includes Financial Aid Self-Service and CSS Profile)	Included
Banner Finance (includes Finance Self-Service)	Included
Banner Human Resources (includes Employee Self-Service)	Included

CLOUD SOFTWARE TABLE ^{1,4}	
Descriptio	Fee
Ellucian Analytics <ul style="list-style-type: none"> • 5 Designer Named Users • 15 Viewer Named Users 	Included
Ellucian Intelligent Learning Platform for Blackboard ²	Included
Federal Methodology Needs Analysis	Included
Ellucian CRM Recruit - Community Edition (Banner)	Included
Three (3) Additional Constituent Experience (cx) for CRM Recruit SaaS	Included
Five (5) Ellucian Chats For CRM Recruit	Included
Ellucian On Demand Training ⁵ <ul style="list-style-type: none"> • Essentials (10 Named User License) 	Included

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTWARE	
TOTAL (for Contract Year ending April 30, 2022) (to be prorated, if applicable)	\$252,536
TOTAL (for Contract Year ending April 30, 2023)	\$263,917
TOTAL (for Contract Year ending April 30, 2024)	\$270,155
TOTAL (for Contract Year ending April 30, 2025)	\$279,579
TOTAL (for Contract Year ending April 30, 2026)	\$289,197

Professional Services. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the “Services”), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian’s delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian’s delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ⁶	Hours	Rate ⁷	Fee
Ellucian CRM Recruit Consulting Services	43	\$213	\$9,159
Ellucian CRM Recruit Additional Constituency	154	\$213	\$32,802
Degree Works Transfer Equivalency Self-Service Implementation eCRM	40	\$187	\$7,480
Degree Works Scribing	181	\$120	\$21,720
Degree Works Full Service Implementation	314	\$187	\$58,718
Ellucian Analytics Essentials - Student	90	\$213	\$19,170
Ellucian Analytics Essentials - Financial Aid	48	\$213	\$10,224
Ellucian Analytics Essentials - CRM Recruit	94	\$213	\$20,022
Ellucian Analytics Essentials - Human Resources	48	\$213	\$10,224
Ellucian Analytics Essentials - Finance	48	\$213	\$10,224

Intelligent Learning Platform (ILP) 5	8	WAIVE	WAIVED ¹²
Ethos Integration Essentials (SaaS or Managed	18	\$187	\$3,366
ILP Project Management Implementation	4	WAIVE	WAIVED ¹²
Banner Project Management Services	273	\$187	\$51,051
Ellucian CRM Recruit Community Edition	Fixed	Fixed	See Note ¹⁰
Ellucian Chat for CRM Recruit Implementation	Fixed	Fixed	\$1,000
TOTAL PROFESSIONAL SERVICES FEES:			\$255,160

Notes to Tables:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of 3,499 (the “Contracted FTE”). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ³ Subscription Software includes Software Support Services at the Advantage Plus Maintenance Level without additional charge.
- ⁴ Except for Ellucian CRM Recruit-Community Edition, Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Maintenance Level without additional charge. Except for Ellucian CRM Recruit- Community Edition Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Plus Maintenance Level without additional charge
- ⁵ Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs (“Web-Based Training Programs”) that Ellucian makes available during the applicable Software Term. Within thirty (30) days of the Beginning Date and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Software. Further, provided that Client pays Ellucian the applicable subscription fees specified in this Order Form, Ellucian will, during the applicable Software Term, make available to Client each new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance. Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software, and Client’s right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and confidential information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated, or authorized by Client.
- ⁶ For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://na11.springcm.com/atlas/Link/Document/15591/6d78629d-19ac-eb11-9c3c-d89d6716196d/3cd45aa3-19ac-eb11-9c3c-d89d6716196d>
- ⁷ Hourly rates specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later.
- ⁸ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁹ Where a number of hours is specified in the table with an associated hourly rate, the “Fee” is a good faith estimate based on the information available to Ellucian at the time of execution of this Order Form.

The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable when the services are rendered.

- 10 Included as part of the Annual Subscription Fee for Ellucian CRM Recruit Community Edition.
- 11 Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.
- 12 Ellucian agrees to waive payment of fees for up to a maximum of eight (8) hours of implementation and up to a maximum of four (4) hours of project management services dedicated to Ellucian Intelligent Learning Platform (ILP) (the "ILP Service"). In the event that the delivery of the ILP Service will require additional service hours above the hours allowed (at no charge) under this Amendment, Ellucian will notify Client in advance of delivery of such additional service hours so that the parties may memorialize terms for such delivery in a separate agreement or change order. Ellucian's waiver of payment of fees for the ILP Service is non-transferable and cannot be used towards any other professional services under contract between the parties.

Invoicing. Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning May 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software. Except for the initial Contract Year (based on a May 31, 2021 Beginning Date), fees for the initial Contract Year will be invoiced on the following dates: (1) \$63,134 on June 1, 2021; (2) \$63,134 on September 1, 2021; (4) \$63,134 on December 1, 2021; and \$42,089 on March 1, 2022 for a partial initial Contract Year).
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on the Execution Date for all Professional Services to be performed on a fixed fee basis;
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included).

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order

Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian
By: _____
Authorized Signature
Name: _____
Printed
Title: _____

Client
By: _____
Authorized Signature
Name: _____
Printed
Title: _____

Date:

Date:

The later date of signature above is the “Execution Date” of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 28, 2021.

Client Billing Contact Information:

Name: _____
Address: _____
City, State, Zip: _____
Email Address: _____
PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____
Title: _____
Email: _____

EXHIBIT 1

TERMINATED PERPETUAL SOFTWARE TABLE: ¹

Description
Banner Finance (includes Finance Self-Service)
Banner Student & Financial Aid (includes Student Self-Service, Faculty Self-Service, and Financial Aid)
Banner Human Resources (includes Employee Self-Service)
Financial Aid FM Need Analysis

Notes to Terminated Perpetual Software Table:

¹ Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement (“Maintenance Agreement”). Client’s obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table below is terminated as of the Beginning Date. Client will receive a

credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.

EXHIBIT 2

TABLE A - CONTINUING PERPETUAL SOFTWARE: (Paid in Advance) ^{1,2}

Description	Maintenance Level	Base Year Fee (for Contract Year ending April 30, 2022)
Evisions Corporation Argos Advanced Features	Advantage	Included
Evisions Corporation Argos Enterprise	Advantage	Included
Oracle Relational Database System	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$42,669

TABLE B- CONTINUING PERPETUAL SOFTWARE TABLE: (Paid in Arrears) ^{1,2}

Description	Maintenance Level	Base Year Fee (for Contract Year ending April 30, 2022)
Oracle Programmer	Advantage	Included
Oracle Relational Database System	Advantage	Included
OpenText ApplicationXtender Desktop	Advantage	Included
OpenText ApplicationXtender Web Access .NET	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$36,762

Notes to Continuing Perpetual Software Tables:

- 1 Ongoing Software Support Services- Table A. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in advance, on the basis of a Contract Year; (ii) for each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice; and (iii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).
- 2 Ongoing Software Support Services- Table B. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in arrears, on the basis of a Contract Year; (ii) for each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding

Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the end of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice; and (iii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

³ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.

⁴ Conditioned upon an execution date on or before June 30, 2021, Client has the following on Premise Software that will be dropped from Maintenance effective on the Beginning Date by agreement of the parties: Oracle internet Application Server Enterprise Edition. Accordingly, neither party shall owe the other any prospective obligations with respect to such Software such that Client's obligation to pay Ellucian Software Support Services fees for the Software products identified in this Note 4 is terminated as of the Beginning Date.

Board Action: Trustee Brady Waldrop made a motion to approve the contract extension with Ellucian. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Tax Abatement for Enterprise Zone – City of Robinson: Chancellor Gower recommended approval of the following Tax Abatement Extension as requested by the City of Robinson.

TAX ABATEMENT RESOLUTION

The Board of Trustees of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 does hereby adopt this Resolution as follows:

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within the Robinson Crawford Enterprise Zone as the result of the Establishment of an Enterprise Zone in the City of Robinson and Crawford County, Illinois subject to the Enterprise Zone Act of the State of Illinois effective January 1, 2020. Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on September 11, 2018 as Ordinance Number 2018-O – 26 and Ordinance adopted by the County Board, Crawford County, Illinois on September 13, 2018 as Ordinance Number 2018-O – 004 and Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on December 22, 2020 as Ordinance Number 2020-O – 35 and Ordinance adopted by the County Board, Crawford County, Illinois on January 14, 2021 as Ordinance Number 2021-O – 002 on which new improvements shall be renovated or rehabilitated, subject to the following conditions:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;

- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) Such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Crawford Enterprise Zone.

Upon roll call vote the following Trustees voted aye:

Upon roll call vote the following Trustees vote nay:

Passed and approved by the ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 at its regular Board meeting held on May 18, 2021 in Fairfield, Illinois.

Board Action: Trustee Brenda Culver made a motion to approve the foregoing Tax Abatement Extension for the City of Robinson Enterprise Zone 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yes. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Public Health & Safety Project Proposal: Ryan Hawkins presented an expenditure from the Series 2020 General Obligation Community College Bonds for the PHS proposal for the WVC Pool infill project in the amount of \$285,500 and the Chancellor recommended approval.

Board Action: Trustee Al Henager made a motion to approve the PHS Project Proposal. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Contractual Agreement for Instructional Design Support: The Chancellor recommended approval of the contract with Symbiosis for services related to the quality of the District's online and hybrid course delivery.

Board Action: Student Trustee Sania Borom made a motion to approve the Contract with Symbiosis Educational Consultants 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Resolution of Support for Development of Recreation Facility – LTC: The Chancellor recommended approval of the following resolution of general and financial support for the construction of a recreation center located on District property located on the campus of Lincoln Trail College.

WHEREAS, Illinois Eastern Community College District #529 is committed to strengthening communities and impacting the lives of residents of our district; and

WHEREAS, the students of Lincoln Trail College and the residents of Crawford County have expressed both the need and interest in a recreational facility that would improve the quality of life for residents; and

WHEREAS, the proposed facility and the programs it would offer would serve Lincoln Trail College students and residents of Crawford County by providing opportunities for aquatics, athletics, recreational programming and access to cardiovascular and conditioning equipment; and

WHEREAS, several business entities from Crawford County, including Marathon Petroleum, Hershey, Lincolnland Agri Energy, Crawford Memorial Hospital, First Robinson Savings Bank, First National Bank, and the Crawford County Development Association have expressed the importance of a recreational facility and have contributed financially to its establishment; and

WHEREAS, the board of the Crawford County Recreation Center, acting with the support of the IECC Board of Trustees, has already raised \$2,333,276.00 (\$1,964,408.90 cash on hand, the remainder in good pledges) for the construction of this facility on the campus of Lincoln Trail College; and

WHEREAS, the Lincoln Trail College Foundation has secured a grant from the Illinois Department of Commerce and Economic Opportunity in the amount of \$400,000 to make built improvements to the existing Natatorium at Lincoln Trail College as a part of this project; and

WHEREAS, the board of the Crawford County Recreation Center has committed to IECC to continue in good faith with its fundraising efforts for facility construction, soft costs, and working cash; and

WHEREAS, upon completion of the construction of the facility, the board of the Crawford County Recreation Center has agreed to enter into a long-term lease agreement with IECC under which they will assume full responsibility for the operation of the Natatorium, the new building and the associated costs of all utilities, ongoing maintenance, and issues of facility safety & security; and

WHEREAS, the board of the Crawford County Recreation Center has agreed to transfer existing cash, as well future dollars from fulfilled pledges or additional gifts intended for construction, to IECC, who will act as the project manager, to hold in earnest until put to use for the future construction of the facility,

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529:

1. That the IECC Board of Trustees and the Board of the Crawford County Recreation Center will develop a comprehensive contract of operation that will outline the responsibilities and duties of both entities. Such a contract would be fully executed and approved by an official vote of both boards prior to the transfer of any funds or the commencement of any construction of the new building.
2. That the IECC Board of Trustees agrees to serve as the project manager for the construction of this facility to ensure compliance with Illinois Administrative Code and the guidelines set forth in the ICCB Capital Projects Manual or any other controlling statutes or regulations.
3. That the IECC Board of Trustees agrees to support financially the construction of this facility in the amount of \$1,000,000 or 33% of the project costs – whichever is less.
4. In recognition thereof, the Illinois Eastern Community College District #529 Board of Trustees hereby approves this resolution, affirming support, both financial and esteem, for the construction of the Crawford County Recreation Center for the purposes of providing a location for recreation, education and youth development for the people of Crawford and simultaneously providing the students, staff, and faculty of Lincoln Trail College a facility for recreation, personal development and the pursuit of health and wellness.
5. That any past resolution policy, authority, or any action of the Board of Trustees inconsistent with the Resolution, is hereby amended so as to conform with this resolution.
6. That this resolution is in full force and effect from and after its adoption.

Dated this 18th day of May 2021.

Board Action: Trustee Brady Waldrop made a motion to approve the resolution indicating general support and utilization of District funds for financial support for the development of a recreational facility located at LTC as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – The Bid Committee presented the following recommendations, followed by Board action as indicated

#9-A. Wabash Valley College Pool Infill and Remodeling:

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

The Bid Committee recommends acceptance of the bid received from Empire Contractors, Inc. for a total of \$239,900.00.

Company	Total Bid
Empire Contractors, Inc. Evansville, Indiana	\$239,900.00
Kieffer Brothers Construction Company Mt. Carmel, Illinois	\$298,500.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Wabash Valley College.

Source of Funds: 2020 PHS Bonds.

Rationale for Purchase: The proposal from Empire Contractors, Inc. was the lowest responsible bidder in conformity with the bid specifications.

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Board Action: Trustee Jan Ridgely made a motion to approve the recommendation of the Bid Committee for WVC Pool Infilling and Remodeling project as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Frontier Community College Mason Hall Medical Lab Remodeling:

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 John Flach Builders for a total of \$105,800.00.

Company	Total Bid
John Flach Builders	\$105,800.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Frontier Community College.

Source of Funds: Title III Grant.

Rationale for Purchase: The proposal from John Flach Builders was the lowest responsible bidder in conformity with the bid specifications.

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

Board Action: Trustee Barbara Shimer made a motion to approve the recommendation of the Bid Committee for the FCC Mason Hall Medical Lab Remodeling Project as recommended. Trustee Al Henager 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 31, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2021, totaling \$781,082.56, 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 2021, in the amounts listed. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #12 – “Approval of Executive Session Minutes” .

#12-A – “Written Executive Session Minutes” – There was no executive session held during the April 18, 2021 meeting.

#12-B - “Audio Executive Session Minutes” - There was no executive session held during the April 18, 2021 meeting.

AGENDA #13 – “Approval of Personnel Report” – Human Resources Director Andrea McDowell presented the following Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Willard Cotten, Head Men’s Basketball Coach, Lincoln Trail College, effective May 19, 2021.
2. Zach Loll, Head Women’s Basketball Coach, Lincoln Trail College, effective May 19, 2021.

B. Classified

1. Kendra Barnard, Student Services Specialist, FCC, effective May 24, 2021.

400.2. Change in Status

A. Professional, Non-Faculty, Exempt

1. Jamie Carman, from Retention Coordinator, LTC, to Director of Advising & Retention, LTC, effective May 19, 2021.

B. Professional, Non-Faculty, Non-Exempt

1. Cameron Percy, from Technology Systems Specialist, DO, to Systems Administrator, DO, effective May 19, 2021.
2. Loren Wingert, from Information Systems Technician, DO, to Systems Administrator, DO, effective May 19, 2021.

400.3. Notice of Reassignment

A. Faculty

1. Amie Mayhall, Associate Professor Medical Office Assistant, OCC, to Associate Professor Business Administration, LTC, effective August 10, 2021.

400.4. Special Assignments

A. Classified

1. Julie Bullard, Allied Health, OCC, \$500, Summer 2021.
2. Linda Horn, Allied Health, OCC, \$1,000, Summer 2021.

400.5. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Kinsey Whitaker	Good Samaritan Hospital Vincennes, IN	25
Angelia Williams	Good Samaritan Hospital Vincennes, IN	25
Megan Bunnage	St. Vincent Hospital Evansville, IN	48

400.5. Academic Rank Change from Instructor to Assistant Professor

A. Faculty

1. Rebecca Carmack

400.6. Classified Staff Entry Level Wage Increase

400.7. Classified Staff Wage Adjustments

400.8. Resignation Ratifications

A. Professional Non-Faculty, Exempt

1. Marbie Downen, Health Sciences Specialist, Title III (GR), FCC, effective April 22, 2021.
2. Andrea Pampe, Director of Instructional Services, OCC, effective May 21, 2021.
3. Paul Zeilstra, Information Systems Technology Specialist, Title III, OCC, effective May 15, 2021.

400.9. Retirement Ratification

A. Faculty

1. David Wilderman, Associate Professor, WVC, effective August 1, 2021.

ADDENDUM

400.11. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty

1. Symbiosis collaboration for online course development

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. In recognition of the mutual interests of both parties in supporting the exploration of pedagogically strong and student focused online education opportunities, the parties are committed to a consultative and collaborative approach to online course development with Symbiosis, an online instructional consulting firm.
2. Faculty who are asked and who elect to participate will be responsible for cooperating with Symbiosis in the enhancement or creation of an online course that falls in compliance with branding, pedagogical, and course design/quality standards.
3. In order for Symbiosis to perform their services, faculty agree to provide reasonable and timely access to course materials including access to the LMS, provision of the course content (syllabus, course documents, video scripts, textbooks, exams, etc.) as well as their subject matter expertise throughout the collaboration. Faculty will

review and approve work within the agreed upon timeline between Symbiosis and the faculty member.

4. Participating faculty will be compensated \$850.00 per credit hour after the successful collaboration and completion of a course with Symbiosis which has been approved by the designated IECC representative.
5. This Agreement is non-precedential in all aspects. The Board and Association agree that this Memorandum of Agreement is effective June 1, 2021 and shall expire on June 30, 2022 and cannot be cited by faculty members in the future.

IN WITNESS WHEREOF, the parties have hereunto set their hands as the dates indicated below.

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

ILLINOIS EASTERN COLLEGES
EDUCATION ASSOCIATION, IEA-NEA

#13-A. Board Action to Amend Personnel Report: Trustee Al Henager made a motion to approve the addendum to the Personnel Report. 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 and the Chair declared that the “Ayes” have it and the motion carried.

#13-B. Board Action to Approve Amended Personnel Report: Trustee Barbara Shimer made a motion to approve the amended Personnel Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – “Collective Bargaining” – None.

AGENDA #15 – “Litigation” – None.

AGENDA #16 – “Other Items” – None.

AGENDA #17 – “Adjournment” – Trustee Al Henager made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:55 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

- **Policy 500.14 Tuition Waiver**
- **Policy 100.8 Nondiscrimination**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

RE: Revisions to Tuition Waiver Policy 500.14

The District has reviewed the utilization of its After 6 p.m.; Before 6 p.m. waiver (Evening Waivers). Over an eight-year period the hours generated have declined 82% from 2,498 credit hours in fiscal year 2012 to 451 hours in fiscal year 2020. With an increased volume in on-line education, evening courses – which predominantly were offered for non-traditional students - has been in decline.

Additionally, Cabinet has reviewed the policy regarding waiver of tuition and fees as it relates to courses taken for professional development purposes. As a part of this review, the Cabinet has approved the waiver of all tuition and fees in instances where the College Dean and Director of Human Resources have determined the request is for purposes of professional development.

As these proposed policy changes have been reviewed by Cabinet and I would ask the Board to waive the second reading and approve Policy 500.14 as presented.

RG/akb

Attachment

Tuition Waiver (500.14)

Date Adopted: November 17, 1998

Revised: July 19, 2005

Revised: May 15, 2007

Revised: April 21, 2009

Revised November 17, 2009

Revised November 16, 2010

Revised: April 17, 2012

Revised: November 19, 2013

Revised: March 17, 2015

Revised: February 16, 2016

Revised: April 19, 2016

Revised: March 20, 2018

Pending Board Approval June 15, 2021

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

B. Full-Time Employees: It shall be the policy of the Board of Trustees that tuition shall be waived for all full-time employees (current or SURS qualified retirees) of the District and members of their immediate family. Members of the immediate family shall be defined as the spouse and children of full-time employees. To be eligible for the tuition waiver children must be under 24 years of age. However, a spouse or dependent who has been convicted of criminal conduct that would threaten staff or student health, welfare, or safety; or who was discharged for cause from district employment, shall not be entitled to a tuition waiver. Any full-time employee taking a course that is considered professional development for the area in which they work at IECC shall have ~~the universal~~ all fees waived in addition to the tuition waiver.

In the event of a full-time employee's death during his/her active employment with IECC, his/her children will be given a waiver of, in-district tuition to be used during his/her college career up to age 24. A spouse of a deceased full-time employee must use their tuition waiver within 6 years of the date of the death of the full-time employee.

C. Part-time Hourly Employees: It shall be the policy of the Board of Trustees that tuition for a semester shall be waived for all part-time hourly employees of the District and members of their immediate family, who are working 10 hours or more per week in the same semester in which the waiver is sought. Members of the immediate family shall be defined as spouse and children of the part-time employee. To be eligible for the tuition waiver children must be under 24 years of age. Any part-time non-faculty employee taking a course that is considered professional development for the area in which they work at IECC shall have ~~the universal~~ all fees waived in addition to the tuition waiver. This tuition waiver does not apply to student workers (work-study or non-work study), unless they are a dependent of an employee.

D. Part-time Faculty: It shall be the policy of the Board of Trustees that tuition for a semester shall be waived for all part-time faculty of the District and member of their immediate family, who are teaching 3 credit hours or more in the same semester in which the waiver is sought. Members of the immediate family shall be defined as the spouse and children of the part-time employee. To be eligible for the tuition waiver children must be under 24 years of age. Any part-time faculty taking a course that is considered professional development for the area in which they work at IECC shall have ~~the universal~~ all fees waived in addition to the tuition waiver.

~~E. After 6 p.m.; before 6 p.m. Waiver: Effective Summer Semester 2010, tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less per semester if the course(s) begins after 6 p.m. Tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less before 6 p.m. if the student works a night shift on a full-time basis.~~

~~FE. Discretionary Tuition Waivers: Other types of tuition waivers may be granted at the recommendation of the President of the college with approval of the ~~Chief Executive Officer~~ Chancellor or ~~his~~ designee.~~

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 15, 2021
RE: Nondiscrimination Policy (100.8)

In conforming with various state and federal laws relating to anti-discrimination, IECC continually monitors requirements and updates the list of protected categories identified within this policy when applicable. The need to update this list, as well as necessary procedure revisions, initiated a full review of both policy and procedure. Changes to this policy also include the addition of text testifying our commitment to operate free from discrimination or harassment and a relocation of statements from procedure which are better suited for policy.

These proposed policy changes have been reviewed by Cabinet and I would ask the Board to waive the second reading and approve Policy 100.8 as presented.

Attachment

Nondiscrimination Policy (100.8)

Date Adopted: December 19, 1989

Revised: September 15, 2015

Revised: October 16, 2018

Revised: June 15, 2021 (Pending Board Approval)

I. Policy Statement

~~All Offices, Divisions, Colleges and other units of~~ Illinois Eastern Community Colleges District No. 529 is committed to the most fundamental principles of human dignity, equality of opportunity, and academic freedom. Decisions involving students and employees are based on individual merit and free from discrimination or harassment in any form. To this end, IECC operates pursuant to all applicable state and federal laws relating to equal educational opportunity and affirmative action, including but not limited to Executive Orders 11246 and 11375 as amended, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Human Rights Act of 1977, Section 503/504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Readjustment Act of 1974, ~~Title II of~~ the Americans with Disabilities Act of 1990, ~~and~~ the Genetic Information Nondiscrimination Act of 2008, and the Illinois Human Rights Act.

II. Policy Scope

This ~~District does not discriminate in any of its~~ policy is applicable to educational programs and offerings, ~~or in any of the activities, and services offered or provided or operated by the Community College District and its Colleges~~ IECC. Additionally, this policy applies to all conditions of employment, including but not limited to hiring, placement, promotion, transfer, demotion, selection, recruitment, employment, advertising, layoff and termination, and compensation.

III. Compliance

Various measures ensure compliance with this policy and allow for continuous notification to students, employees, and others:

- A. widespread dissemination of IECC's Nondiscrimination Statement on IECC's website and in the academic catalog and in all formal student and employee recruitment publications. The statement will read: Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category;
- B. designating capable personnel to coordinate compliance: The Program Director of Grants and Compliance will serve in this capacity as it relates to students and issues not pertaining to employees and employment. The Director of Human Resources will serve in this capacity as it relates to employees and employment; and
- C. implementing procedures for receiving and responding to nondiscrimination complaints.

IV. Retaliation Prohibited

Retaliation against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful discriminatory practice is prohibited.

~~This policy applies to all conditions of employment, including but not limited to hiring, placement, promotion, transfer, demotion, selection, recruitment, employment, advertising, layoff and termination, and compensation.~~ [Moved above to Policy Scope]

~~This District does not discriminate in any of its educational programs and offerings, or in any of the activities offered or operated by the Community College District and its Colleges.~~ [Moved above to Policy Scope and reworded.]

V. Related Policies and Procedures

Consult the following policies which are specific to the form of discrimination or harassment for which they address:

100.12 Americans with Disabilities Act: Provides for an inclusive and accessible environment in compliance with ADA and defines the process for requesting a reasonable accommodation.

100.31 Preventing Sexual Misconduct: Provides for an environment free from discrimination, harassment, and other misconduct on the basis of sex and defines the process for assistance and reporting alleged sex-based misconduct.

Agenda Item #7

Policy Second Reading

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Renewal of Property, Casualty & Liability Insurance Coverage

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

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

The District’s insurance coverage for property, casualty, and liability is due July 1, 2021. The administration has been in ongoing discussions with the District’s broker concerning renewal of District coverage. Our broker, USI, is based out of Champaign, IL. USI is a middle market insurance brokerage and consulting firm providing a variety of services to the education, including higher education, sector. USI sought proposal from a total of two (2) carriers to provide a quote for the District’s plans for the 2021-22 fiscal year.

The District’s current premium was \$396,150. The proposed new premium will be approximately \$408,302.

The following table outlines the proposed premiums:

Coverage	7/1/20 - 7/1/21 Expiring Term Premium	7/1/21 - 7/1/22 Proposed Hanover Term Premium	7/1/21 - 7/1/22 Proposed Liberty Term Premium
Property	\$107,274	\$108,486	\$118,880
General Liability	\$55,557	\$59,136	\$66,446
School Board Legal & Employment Practices Liability	\$19,567	\$22,893	\$27,082
Inland Marine	\$3,782	\$4,008	Included
Commercial Auto & Garagekeepers Liability	\$69,109	\$68,498	\$48,514
Commercial Umbrella Liability	\$32,498	\$36,074	\$23,198
Workers Compensation	\$73,496	\$70,151	\$70,151
Student Professional Liability	\$9,508	\$9,601	\$9,601
Cyber Liability	\$13,340	\$16,759	\$16,759
Multimedia Liability	\$2,546	\$3,223	\$3,223
Fiduciary Liability	\$1,684	\$1,684	\$1,684

International Package	\$2,500	\$2,500	\$2,500
Crime (Starting 2 nd year of 3-year policy)	\$5,289	\$5,289	\$5,289
Total Estimated Annual Premium	\$396,150	\$408,302	\$393,327

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 #8B

FY2022 Budget Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 15, 2021
RE: Fiscal Year 2022 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 July 20 at Olney Central College, and states that the budget will be adopted by the Board on July 20, 2021, following the hearing.

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

RG/akb

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUDGET FISCAL YEAR 202

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 2022 fiscal year:

1. Date of Fiscal Year: July 1, 2021 – June 30, 2022.

2. Publication of Notice of Public Hearing on Budget: On or before June 18, 2021.

3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after June 16, 2021.

4. Public Hearing on Budget: July 20, 2021, at the hour of 7:00 p.m. local time, Olney Central College, 305 N. West Street, Olney, IL 62450.

5. Adoption of Budget: July 20, 2021, following the Public Hearing.

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

Chairman, Board of Trustees

June 15, 2021
Date

Secretary, Board of Trustees

June 15, 2021
Date

Agenda Item #8C

Tentative Budget Approval FY22

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

RE: Tentative Budget for Fiscal Year 2022

Annually, the District must publish for inspection the tentative budget for at least thirty days. Following approval of the Board, the District will display the tentative budget from June 16th through July 20th when a public hearing will be held to review any changes and the Board's adoption of the final budget.

The Fiscal Year 2022 tentative budget was provided to the Board under separate cover. The tentative budget document represents the current and best judgment of the District administration. The budget contains substantial investment in capital improvements, including six on-going projects with the Illinois Capital Development Board. Additionally, the budget contains plans for continued deferred maintenance and program investment across all the colleges.

Currently, the District is projecting overall revenues of \$54,768,209. This tentative budget reflects an increase of \$2,417,347 or 4% primarily driven by state and local contributions for capital projects anticipated during the fiscal year. The District is projecting overall expenditures of \$65,941,726, which reflects an increase of \$7,785,585 or 13%. This increase is driven in part by investment in our educational programs, on-line curriculum and course development, and capital projects anticipated during the fiscal year.

For the Operating Funds, the tentative budget reflects anticipated revenues of \$33,418,216 and expenses of \$33,900,113. These figures represent an increase of 9% in revenues from the prior year due to anticipated federal aid through the Higher Education Emergency Relief Fund (HEERF). The expenditures represent a 12% increase related to investment in the District's educational programs, primarily driven through the receipt of federal aid through HEERF.

The tentative budget is based on information available at the time of publication. The District administration will continue to monitor activity, discuss plans, and refine the budget over the next month. Any changes made to the tentative budget will be reviewed with the Board at the July 20th public hearing prior to final adoption.

I ask the Board of Trustees' approval of the tentative budget as presented.

RG/akb

Agenda Item #8D

Building and Maintenance Fund Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

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

Agenda Item #8E

Inter-Fund Loans Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 15, 2021
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 2022, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2022.

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 2022, 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 2022, 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, 2022.

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

Chairman, Board of Trustees

June 15, 2021
Date

Secretary, Board of Trustees

June 15, 2021
Date

Agenda Item #8F

Working Cash Fund Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 15, 2021
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 \$150,000 from the Working Cash Fund to the General Fund prior to June 30, 2021.

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. As of June 30, 2021, the Working Cash Fund principal is \$6,315,000.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$150,000 Working Cash Fund interest to the General Fund on or before June 30, 2021.

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, 2021;

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 \$150,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2021.

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

_____ June 15, 2021
Chairman, Board of Trustees Date

_____ June 15, 2021
Secretary, Board of Trustees Date

Agenda Item #8G
Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

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 2021. By July 30 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 #8H

Lease Agreements

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

RE: Lease Agreements

The following leases are submitted for Board consideration and action:

1. 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, 2022 at \$2,100 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. 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. Pursuant to Section #5 of the lease, SIU Medicine has exercised their third of four options to renew this lease. The current lease period is July 1, 2021 through June 30, 2022 with one additional option to renew.

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, 2022.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel. Lease term is for five years from October 5, 2017 to October 5, 2022. Additionally, the agreement

automatically renews for five (5) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term.

12. IECC/Wabash Telephone Cooperative – The lease is for the placement of an upright communications cabinet and communications equipment on approximately 25 square feet of space inside the Telecommunications Switch Room. The lease also provides approximately 100 square feet of ground on the property for an antennae tower structure. Wabash Telephone Cooperative is responsible for maintenance and repair of the property placed at the site.
13. IECC/MRM3 – The lease with MRM3 is for use of the cafeteria at Wabash Valley College and includes approximately 3,500 square feet of the David L. Hart Building. The lessee agrees to provide at minimum breakfast and lunch on the days when Wabash Valley College is open. The lease period is September 21, 2020 through June 30, 2021 at a monthly rent of \$500.

RG/akb

Attachments

LEASE 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 2021 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, 2021 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 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 Raney, 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
President

G. Andrew Fischer

Southern Illinois University

Printed Name

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)

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made February 21, 2012, 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 \$275.00 (two hundred seventy-five dollars) per month toward partial payment of utilities, \$81.49 per month in internet lease, and \$200 per month for janitorial services and supplies.

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 the final, but the CITY shall give due deference to the COLLEGE in decisions involving students. All other disagreements are covered by Paragraph 1 of this Agreement.

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 thirty (30) percent of all collected user fees associated with use of fitness center equipment provided by the COLLEGE to be paid on June 30 and December 31 of each year or as soon thereafter as possible. 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, 2016. Unless either party notifies the other within ninety (90) days 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.

10. 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.

11. 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 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 the 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 twenty (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.

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 Street
Olney, IL 62450

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

12. Severability

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does

not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

13. Waiver of Performance

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

14. Governing Law and Exclusive Jurisdiction

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

15. Authority of Officers

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

CITY OF ROBINSON, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

BY: _____ ATTEST: _____
Mayor City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____ ATTEST: _____
Board Chairman Board Secretary

EXHIBIT "A"

Current Equipment

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

Equipment to be Purchased

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

LEASE

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

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

1. The Lease Agreement entered into this 1st day of July, 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:

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.

AMENDMENT TO LEASE AGREEMENT

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

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

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

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

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

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

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

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

Wabash Valley College Foundation

Chairman, Board of Trustees
Illinois Eastern Community Colleges

_____Date

_____Date

Lease Agreement

THIS 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 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

Landlord:

Illinois Eastern Community Colleges/ Wabash
Valley College

By: _____

Name: Nancy C. Hankins

Title: VP, Procurement and Contracts

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

l. Indemnification.

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

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

iii. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Parties of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a Claim or consent to judgment with regard to the same without the prior written consent of the Indemnified Parties which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Parties refuse such

settlement or judgment, the Indemnified Parties shall, at their own cost and expense, take over the defense against the Claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Parties against the Claim for any amounts in excess of such refused settlement or judgment.

m. LIMITATION OF LIABILITY. NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR ANY OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACTS OR OMISSIONS HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

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

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

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

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

ii. 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.

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

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

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

Lessor:

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

Lessee:

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

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

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

u. Miscellaneous.

i. **Authority.** Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement; and

(b) the person executing this Agreement on its behalf has been duly authorized to bind said Party hereto.

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

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

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

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

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

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

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

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

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

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

xii. **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.

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

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

LESSOR:

LESSEE:

WABASH TELEPHONE COOPERATIVE, INC.

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LEASE AGREEMENT
BETWEEN
MRM3 LLC
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 15th day of September, 2020 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and MRM3 LLC, whose address is 8836 Shore Drive, Newburgh, Indiana 47630 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. The LESSOR hereby leases to the LESSEE the following premises: The Cafeteria portion of the David L. Hart Building of Wabash Valley College, 2200 College Drive, Mt. Carmel, Il 62863 (approximately 3,500 sq. ft.), to be used exclusively as food services facilities.
3. To have and to hold the premises with the appurtenances, including without limitation all cafeteria equipment presently located on the premises, under the following terms: commencing September 21, 2020 through June 30, 2021 and may be terminated by either party giving the other ninety (90) days written notice.
4. The LESSEE shall have the right to use, with the obligation to maintain, the LESSOR's Point of Sale equipment. Maintenance and support of equipment is provided as is with no warranty. Lessee will be responsible for establishing appropriate Merchant Identification numbers for processing debit and credit transactions.
5. The LESSEE shall pay the LESSOR an amount not to exceed Five Hundred (\$500.00) 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.
6. The LESSEE shall operate at minimum the cafeteria for breakfast and lunch on the days in which Wabash Valley College is open.
7. The LESSOR shall reimburse the LESSEE for all costs incurred by the LESSEE for the LESSOR's student meal plans. The LESSEE is responsible for all sales and applicable taxes.
8. 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.

9. 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.
10. 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 the LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
11. 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.
12. 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.
13. 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, prior to occupying the premises, 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 premises and building when said premises and building are being used.
14. Workmen's Compensation Insurance shall be maintained by LESSOR.
15. The LESEE shall not assign this Lease Agreement or sublet the premises without the prior written consent of the LESSOR.
16. 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 their acceptance on the date executed.

LESSEE: MRM3 LLC

8836 Shore Drive
Newburgh, IN 47630

By: _____
Manish Malhorta Date
President

LESSOR: Illinois Eastern Community Colleges
233 East Chestnut

Olney, IL 62450

By: _____

G. Andrew Fischer
Chairman

Date

Agenda Item #8I

Capital Development Board #810-043-006

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 15, 2021

RE: Capital Development Board Project 810-043-006

On April 14, IECC received notice from the Capital Development Board that a release of funds had been authorized to the District. The total project will be \$918,392 and will be applied towards the paving of the Workforce Development Center parking lot at Frontier Community College and updating the gymnasium and fitness center parking lot at Olney Central College.

The District will be working with the Illinois Capital Development Board (CDB) to get this project completed. The CDB has requested IECC complete a Trust Agreement for the local share of this project. The trust fee for this will be \$1,500. The agreement authorizes the CDB to request funds or make payment on account. IECC has right to all interest earned on the account while it is held in trust. The local share required for the contribution trust will be \$229,598.

I ask the Board's approval of the Trust Agreement with First National Bank in Olney and authorization of the local funding for this project.

RG/akb

Attachment

TRUST AGREEMENT

This Agreement is made and entered into by and between Illinois Eastern Community Colleges whose address is 233 E. Chestnut Street, Olney, IL 62450 hereinafter called the Using Educational Agency, and First National Bank in Olney whose address is 101 E. Main Street, Olney, IL 62450 hereinafter called Bank.

WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-043-006)*, in the amount of two hundred twenty-nine thousand five hundred ninety-eight dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling two hundred twenty-nine thousand five hundred ninety-eight dollars (\$229,598).
2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.

4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.

5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.

6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: "The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund".

7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.

8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A "safekeeping receipt" for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term "securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois" means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois

Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated "A" or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

Agenda Item #8J

2021 Student Satisfaction Survey Results

MEMORANDUM

TO: Board of Trustees
FROM: Ryan K. Gower
DATE: June 15, 2021
RE: 2021 Student Satisfaction Survey Results

IECC conducts a districtwide Student Satisfaction Survey each spring semester. The 2021 survey was conducted online from March 15 through April 9. 404 students responded to the survey: 73 from Frontier Community College; 90 from Lincoln Trail College; 94 from Olney Central College; and 147 from Wabash Valley College.

The complete survey results were sent to the Board of Trustees under separate cover.

Survey questions inquired about the student's level of satisfaction in specific areas including Student Services, Instruction, Learning Resource Centers, and Technology. Additionally, the survey asked how likely students would recommend the college to others. Results show that:

Services

97% were satisfied with Advisement services.

94% were satisfied with Financial Aid services.

96% were satisfied with Entrata.

95% were satisfied with Help Desk services.

Other

91% were satisfied with the quality of instruction.

98% were satisfied with classroom size.

95% were satisfied with courses available at the times they want or needed them.

The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention. Attached is a FY2021 Student Satisfaction Survey Executive Summary for your review which provides additional analysis and information regarding these survey results.

I recommend the Board's approval of the 2021 Student Satisfaction Survey Results.

Agenda Item #8K

Affiliation Agreements

- **R&T Physical Therapy**
- **Wabash General Hospital**
- **Fairfield Memorial Hospital**
- **Clay County Hospital**
- **Rehab for Life**
- **Joyner Therapy Services**
- **Renewal Rehab**
- **Deaconess Gibson General Hospital**
- **Progressive Health of Indiana**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 15, 2021
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 a standard clinical affiliation agreement with the following organizations:

- R&T Physical Therapy- IECC Clinical Agreement
- Wabash General Hospital- IECC Clinical Agreement
- Fairfield Memorial Hospital- IECC Clinical Agreement
- Clay County Hospital- IECC Clinical Agreement
- Rehab for Life- IECC Clinical Agreement
- Joyner Therapy Services- IECC Clinical Agreement
- Renewal Rehab- IECC Clinical Agreement
- Deaconess Gibson General Hospital- IECC Clinical Agreement
- Progressive Health of Indiana- IECC Clinical Agreement

A copy of the IECC standard affiliation agreement is attached.

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

RG/sc

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Frontier Community College | Lincoln Trail College | Olney Central College |
Wabash Valley College

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and _____ (hereinafter referred to as AGENCY): of _____

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of the AGENCY. IECC Faculty assumes full responsibility and supervision of the students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category.

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

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

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

10. 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.

11. IECC Faculty and students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

12. 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 IECC Faculty and students.

13. A review of the agreement will be made every three (3) years. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN
COMMUNITY COLLEGES
DISTRICT #529

Signature: _____

Chair, IECC Board of Trustees

Name: _____

Date: _____

Title: _____

Date: _____

Illinois Eastern Community Colleges does not discriminate on the basis of race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category. 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.

Agenda Item #9

Bid Committee Report

- **TRIO Student Support Services 2021 Educational Trip**

BID COMMITTEE REPORT

June 15, 2021

Olney Central College

1. TRIO Student Support Services 2021 Educational Trip

TO: Board of Trustees

FROM: Bid Committee

DATE: June 15, 2021

RE: TRIO Student Support Services 2021 Educational Trip

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

The Bid Committee recommends acceptance of the bid received from Brightspark Travel, Inc. for a total of \$35,250.00.

Company	Total Bid
Brightspark Travel, Inc. Chicago, IL	\$35,250.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: TRIO Student Support Services

Source of Funds: The TRIO Student Support Services program is 100% federally funded by the U.S. Department of Education for \$348,002.

Rationale for Purchase: The proposal from Brightspark Travel, Inc. was the lowest responsible bidder in conformity with the bid specifications.

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

Specifications for: TRIO Student Support Services Educational Trip 2021

Illinois Eastern Community College District #529

and TRIO Student Support Services

Award #P042A200274

Please bid one “all-inclusive” price for entire trip, which would include all amenities, activities, transportation, etc., for items listed in these specifications. Please confirm that there will be a price reduction to reflect actual participants.

Trip to: Washington, D.C.

Depart from: Olney Central College, 305 North West Street, Olney, IL 62450 – Tuesday, July 13, 2021.

Return to: Olney Central College, 305 North West Street, Olney, IL 62450 – Friday, July 16, 2021.

Accommodations: Up to 40 students (double occupancy) with two (2) queen beds (students). Up to 4 staff (double occupancy) with two (2) queen beds and one (1) staff (single occupancy) with 1 bed. (All rooms are to be located together as hotel allows).

Activities/attractions must reflect a minimum of the following:

- University of Maryland guided campus tour or comparable 4-year institution
- U.S. Capitol stop – Picture
- Lunch at Capitol Center cafeteria with a voucher
- U.S. Capitol Building Tour or Capitol Hill exterior tour
- Supreme Court Building & Library of Congress – Picture stop
- United States Holocaust Memorial Museum
- World War II Memorial
- Dinner at Buca di Beppo
- Lincoln, Vietnam Veterans and Korean War Veterans Memorials
- White House – Picture stop
- Georgetown University campus tour or comparable 4-year institution
- Lunch at Pentagon City Mall with a voucher
- Arlington National Cemetery
- U.S. Marine Corps War Memorial “Iwo Jima”
- Pentagon Memorial
- Smithsonian Museums on the National Mall – Group Choice
- Jefferson, FDR and MLK Memorials
- Dinner at Crystal City Sports Pub

College visits: Must have two (2) University tours during the trip.

Transportation: One (1) charter bus for up to 45 passengers, Wi-Fi included.

Lodging: Three (3) nights' stay in Washington, D.C. (Hotel must have breakfast available to accommodate entire group. (No outside door access or adjoining guest rooms)).

Meals all included in price: Meal vouchers are preferred, no less than \$15.00 per person/per meal. However, there needs to be at least one (1) group meal each day. All meals must be included. Group meals: Buca di Beppo and Crystal City Sports Pub.

Security: Overnight security guards on each floor where student rooms are located, in addition to 24-hour emergency service.

Tour guides: At least one (1) professional tour guide director/day.

Additional services *required*:

- Planning and booking of activities
- Bags for participants
- Emergency tags/lanyards with 24-hour service and contact information
- Health & accident insurance is required (per participant)
- Liability insurance is required
- Trip resource manual
- Trip delay protection
- \$1 million trip protection plan
- Bus drivers and tour guides' rooms plus daily per diem and incidentals should be included in bid price
- All taxes and gratuities should be included in the bid price

THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

Please submit one "all-inclusive" price for all amenities/activities in the proceeding specifications.

Bid Form (Award #P042A200274)

TOTAL BID \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS_____

TELEPHONE_____

FAX_____

DATE_____

The TRIO Student Support Services program is 100% federally funded by the U.S. Department of Education for \$348,002. Bid award is subject to approval by Illinois Eastern Community Colleges.

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY
COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
May 31, 2021**

FUND	BALANCE
Educational	\$ 11,012,020.44
Operations & Maintenance	1,611,990.97
Operations & Maintenance (Restricted)	3,031,227.70
Bond & Interest	475,787.98
Auxiliary	932,137.99
Restricted Purposes	(502,696.14)
Working Cash	1,037,705.67
Trust & Agency	473,290.08
Audit	(3,312.91)
Liability, Protection & Settlement	830,910.36
TOTAL ALL FUNDS	\$ 18,899,062.14

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
May 31, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 11,027,320	\$ 1,611,991	\$ 3,031,228	\$ 475,788	\$ 952,638	\$ (502,696)
Investments	-	1,502,707	-	-	5,335,789	-
Accounts Receivable	2,093,123	289,041	-	-	278,106	-
Other Receivables	932,610	-	-	-	-	176,998
Restricted Cash	-	-	3,782,771	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	474,150
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 14,053,053	\$ 3,403,739	\$ 6,813,999	\$ 475,788	\$ 7,154,418	\$ 148,452
LIABILITIES						
Accounts Payable	\$ 2,434	\$ 10,785	\$ -	\$ -	\$ (25,711)	\$ 8,212
Accrued Payroll Liabilities	(2,248)	-	-	-	-	-
Other Accrued Liabilities	3,424,347	284,115	40,332	-	81,590	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	3,424,533	294,900	40,332	-	55,879	8,212
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	3,108,839	6,773,667	475,788	-	140,240
Unassigned	10,628,520	-	-	-	6,510,654	-
Total Fund Balances	10,628,520	3,108,839	6,773,667	475,788	7,098,539	140,240
Total Liabilities and Fund Balances	\$ 14,053,053	\$ 3,403,739	\$ 6,813,999	\$ 475,788	\$ 7,154,418	\$ 148,452

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
May 31, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 1,037,706	\$ 473,290	\$ (3,313)	\$ 830,910	\$ 18,934,862
Investments	5,404,485	-	-	-	12,242,981
Accounts Receivable	-	-	-	-	2,660,270
Other Receivables	-	825	-	-	1,110,433
Restricted Cash	-	-	-	-	3,782,771
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	474,150
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,442,191</u>	<u>\$ 474,115</u>	<u>\$ (3,313)</u>	<u>\$ 830,910</u>	<u>\$ 39,793,352</u>
LIABILITIES					
Accounts Payable	\$ -	\$ 1,448	\$ -	\$ -	\$ (2,832)
Accrued Payroll Liabilities	-	-	-	-	(2,248)
Other Accrued Liabilities	-	-	-	-	3,830,384
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	1,448	-	-	3,825,304
FUND BALANCES					
Non-Spendable	6,325,000				6,912,885
Restricted	117,191		-	830,910	11,446,635
Unassigned	-	472,667	(3,313)	-	17,608,528
Total Fund Balances	<u>6,442,191</u>	<u>472,667</u>	<u>(3,313)</u>	<u>830,910</u>	<u>35,968,048</u>
Total Liabilities and Fund Balances	<u>\$ 6,442,191</u>	<u>\$ 474,115</u>	<u>\$ (3,313)</u>	<u>\$ 830,910</u>	<u>\$ 39,793,352</u>

Illinois Eastern Community Colleges						
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)						
For the Period Ended May 31, 2021						
		Working Cash	Trust & Agency		Liability,	
		Fund	Fund	Audit Fund	Protection and	
					Settlement Fund	Total Funds
REVENUES						
Property Taxes		\$ -	\$ -	\$ 84,335	\$ 807,164	\$ 7,423,294
Replacement Taxes		-	-	-	-	815,757
ICCB Grants		-	-	-	-	12,257,717
Federal Grants		-	-	-	-	10,397,371
Tuition & Fees		-	-	-	-	11,755,779
Charges for Services		-	27,977	-	-	2,027,271
Interest		28,535	5,254	53	7,393	259,611
Other Revenues		-	705,285	-	-	6,309,888
	Total Revenues	<u>28,535</u>	<u>738,516</u>	<u>84,388</u>	<u>814,557</u>	<u>51,246,688</u>
EXPENDITURES						
Payroll		-	-	-	-	16,370,556
Benefits		-	-	-	60,216	2,762,523
Contractual Services		-	23,231	78,325	302,832	2,532,282
Supplies		-	95,277	-	-	3,919,098
Travel		-	1,909	-	-	343,282
Fixed		-	5,735	-	238,158	5,302,711
Utilities		-	-	-	-	957,731
Capital Outlay		-	84,848	-	-	1,555,755
Other		-	-	-	-	1,794,745
Scholarships, Student Grants, & Waivers		-	395,730	-	-	11,355,081
	Total Expenditures	<u>-</u>	<u>606,730</u>	<u>78,325</u>	<u>601,206</u>	<u>46,893,764</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>28,535</u>	<u>131,786</u>	<u>6,063</u>	<u>213,351</u>	<u>4,352,924</u>
TRANSFERS						
Net Transfers		-	-	-	-	-
	Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance		28,535	131,786	6,063	213,351	4,352,924
Fund Balance - Beginning		6,413,656	340,881	(9,376)	617,559	31,615,124
Fund Balance - Ending		<u>\$ 6,442,191</u>	<u>\$ 472,667</u>	<u>\$ (3,313)</u>	<u>\$ 830,910</u>	<u>\$ 35,968,048</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
May 31, 2021

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2021	2020
ASSETS:		
CASH	\$ 18,899,062	\$ 17,678,677
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	14,500
CDB PROJECT TRUST	3,782,770	152,659
INVESTMENTS	12,242,981	11,625,000
RECEIVABLES	3,770,703	3,636,677
INVENTORY	587,885	431,572
OTHER ASSETS	474,150	463,650
FIXED ASSETS (Net of Depr)	17,465,020	16,305,879
TOTAL ASSETS AND OTHER DEBITS:	\$ 57,258,371	\$ 50,329,914
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ -
ACCOUNTS PAYABLE	108,299	45,092
DEFERRED REVENUE	3,326,640	3,321,183
L-T DEBT GROUP (FUND 9)	7,742,985	3,647,603
OPEB (Prior Year Restated for GASB 75 Implementation)	15,855,669	15,780,483
OTHER LIABILITIES	390,366	418,260
TOTAL LIABILITIES:	27,423,959	23,212,621
FUND BALANCES:		
FUND BALANCE	30,377,664	27,497,404
INVESTMENT IN PLANT (Net of Depr)	17,465,020	16,305,879
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(23,598,654)	(19,428,086)
RESERVE FOR ENCUMBRANCES	5,590,382	2,742,096
TOTAL EQUITY AND OTHER CREDITS	29,834,412	27,117,293
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 57,258,371	\$ 50,329,914

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

May 31, 2021

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	13,108,562	53.96%	\$ 14,443,899	52.86%	\$ (1,335,337)	-9.245%
Employee Benefits	2,072,284	8.53%	2,339,341	8.56%	(267,057)	-11.416%
Contractual Services	1,280,923	5.27%	1,238,602	4.53%	42,321	3.417%
Materials	1,117,835	4.60%	1,311,065	4.80%	(193,230)	-14.738%
Travel & Staff Development	85,355	0.35%	150,864	0.55%	(65,509)	-43.423%
Fixed Charges	118,204	0.49%	83,623	0.31%	34,581	41.353%
Utilities	650,011	2.68%	958,956	3.51%	(308,945)	-32.217%
Capital Outlay	831,727	3.42%	504,535	1.85%	327,192	64.850%
Other	5,027,949	20.70%	6,296,474	23.04%	(1,268,525)	-20.147%
	<u>\$ 24,292,850</u>	<u>100.00%</u>	<u>\$ 27,327,359</u>	<u>100.00%</u>	<u>\$ (3,034,509)</u>	<u>-11.104%</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**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 11, 2021

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, and 400.4 have been sent under separate cover.

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- 400.1. Employment of Personnel**
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PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Dustin Wiggins, Electrical Distribution Systems Instructor, FCC, effective August 10, 2021.
2. Connor York, English Instructor, LTC, effective August 10, 2021.

B. Professional Non-Faculty

1. Andrea Loll, Director of Enrollment Management, DO, effective June 18, 2021.

400.2. Change in Status

A. Administrative

1. Sharmila Kakac, Program Director, Adult Education, FCC, to Dean of Business & Industry, FCC, effective July 1, 2021.
2. Tona Ambrose, Director of College Access, LTC, to Director of the Center for Excellence in Teaching and Learning (CETL), DO, effective July 1, 2021.

B. Professional, Non-Faculty, Exempt

1. Sheri Gray, Advisor/Recruiter, OCC, to Director of Instructional Services, OCC, effective June 16, 2021.

C. Classified

1. Julie Courtney, from Clerk/Receptionist, LTC, to Student Services Specialist, LTC, effective June 16, 2021.

400.3. Special Assignments FY22 (Attachment)

400.4. Resignation Ratification

A. Classified

1. Kendra Barnard, Student Services Specialist, FCC, effective May 25, 2021.

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

**Locally Funded, CDB, & PHS Projects
Projects Schedule**

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	_____							
Temp Building Replacement - LTC	CDB	\$1,495,500	_____							
Center for Technology - LTC	CDB	\$11,160,000	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
Applied Technology Center - OCC	CDB	\$3,076,400	_____							
Power Hub - WVC	CDB	\$300,000	_____							
LTC - Natatorium HVAC	PHS	\$276,305	_____							
LTC - Performing Arts Building	Local	\$853,800	_____							
DW - HVAC Replacements	PHS	\$1,786,230	_____							
WVC - Pool Infill	PHS	\$285,500	_____							
FCC - Mason Hall Classroom Remodel	Title III	\$239,900	_____							
LTC - Crawford County Recreational Center	Local	\$3,733,000	_____							
GRAND TOTAL		\$27,640,859	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted