

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

July 17, 2018



Location:

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

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

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

**Illinois Eastern Community Colleges
Board Agenda**

**July 17, 2018
7:00 p.m.
Wabash Valley College
Cafeteria**

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval)..... Bruce
 - A. 100.15 Tobacco Free Smoke Free Campus
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. 2018-2019 IECC Catalog..... Conn
 - B. 2018 Program Review..... Conn
 - C. 2018 Biennial Review Report Drug Free Schools and Community Act Conn
 - D. Articulation Agreement with USI - Graphic Arts and Design..... Conn
 - E. Technology Plan..... Cline
 - F. Prevailing Rate of Wages Bruce
 - G. Athletic Training Agreement - FCC Bruce
 - H. Athletic Training Agreement - LTC Bruce
 - I. Athletic Training Agreement - WVC Bruce
 - J. Emergency Repair at OCC..... Bruce
 - K. Appointment of Audit Committee Bruce
 - L. Affiliation Agreement with the Office of Dr. Bachar Malek - CMA - LTC..... Bruce
9. Bid Committee Report..... Bruce
 - A. None
10. District Finance
 - A. Financial Report..... Hawkins

B. Approval of Financial Obligations.....	Hawkins
11. Chief Executive Officer’s Report	Bruce
12. Executive Session	Bruce
13. Approval of Executive Session Minutes	
A. Written Executive Session Minutes.....	Bruce
B. Audio Executive Session Minutes	Bruce
14. Approval of Personnel Report	Bruce
15. Collective Bargaining	Bruce
16. Litigation.....	Bruce
17. Other Items	
18. Adjournment	

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room at Olney Central College, Olney, Illinois, Tuesday, June 19, 2018.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Student Trustee Haylee Neuman was absent. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer/Chief Finance Officer/Treasurer.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Tara Buerster, Director of Human Resources

Alex Cline, Director of Information & Communications Technology.

Robert Conn, Chief Academic Officer

Renee Smith, Assistant to CEO/Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held May 15, 2018 were presented for disposition.

Board Action to Approve Minutes: Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. 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 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. 500.26 Credit Equivalency by Licensure, Certification or State Seal of Biliteracy: The CEO recommended approval of revisions to the following policy that will ensure compliance with the Educational Credit for Military Experience Act regarding the award of certain academic credit for military training.

STUDENT – 500

Policy for Credit Equivalency by Licensure, Certification, Military Experience, or State Seal of Biliteracy (500.26)

Date Adopted: December 11, 2012

Revised: June 20, 2017

Revised: July 18, 2017

Revised: June 19, 2018

College credit may be granted for an industry recognized license, ~~or~~ certification, military experience, or the State Seal of Biliteracy as determined by an evaluative process administered by the Dean of Instruction.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing policy revisions to Policy 500.26 Credit Equivalency by Licensure, Certification or State Seal of Biliteracy as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. Emergency Response Plans 2018: Pursuant to the Campus Security Enhancement Act of 2008, each of the four IECC colleges annually review and update their Campus Emergency Plans to provide an organized plan to facilitate the safety of their students, faculty and staff. The plans outline each of the college’s procedures for managing major emergencies and incidents that may threaten the health, safety and welfare of the campus community or disrupt its programs and activities. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at www.iecc.edu/emergency giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency. The CEO recommended approval of the 2018 Emergency Response Plans.

Board Action: Trustee James Lane made a motion to approve the 2018 Emergency Response Plans 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. Violence Prevention Plan: Robert Conn reviewed the 2018 Violence Prevention Plan. In accordance with the Campus Security Enhancement Act of 2008 (110 ILCS 12/20) (b) (2), Illinois Eastern Community Colleges developed a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the formation and implementation of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges’ Campus Emergency

Plans provide a protocol for response. The updated plans will be available to all IECC employees on the Intranet. The CEO recommended approval of the 2018 Violence Prevention Plan.

Board Action: Trustee Gary Carter made a motion to approve the 2018 Violence Prevention Plan as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. CAISA and SAFE Memoranda of Understanding: The District must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services. To serve students and employees and to meet this requirement, in the past few years, the District has entered into agreements for these services with the Counseling and Information for Sexual Assault/Abuse (CAISA), which services LTC, OCC and WVC and with Sexual Assault and Family Emergencies (SAFE), which services FCC. The CEO recommended approval of the agreements with CAISA and SAFE.

Board Action: Trustee Brenda Culver made a motion to approve the Memoranda of Agreements with CAISA and SAFE for counseling services 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. Renewal of Property, Casualty & Liability Insurance Coverage: The CEO recommended approval of the District's insurance coverage for property, commercial general liability, college board legal, and errors and omissions, commercial automobile, commercial liability, worker's compensation, student professional liability, fiduciary liability, cyber liability, and student accident and death. The current premium is \$421,107 and the proposed new premium is \$419,702.

Board Action: Trustee James Lane made a motion to approve the renewal of the District's property, casualty, and liability insurance coverage 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. FY2019 Budget Resolution: Terry Bruce presented the following resolution. The Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for September 18 at Lincoln Trail College, and states that the budget will be adopted by the Board on September 18, 2018, following the hearing. The CEO recommended approval of the following budget resolution:

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 2019 fiscal year:

1. Date of Fiscal Year: July 1, 2018 – June 30, 2019.
2. Publication of Notice of Public Hearing on Budget: On or before August 8, 2018.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 8, 2018.
4. Mailing Tentative Budget to Board of Trustees: August 8, 2018.

5. Public Hearing on Budget: September 18, 2018, at the hour of 7:00 p.m. local time, Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454.
6. Adoption of Budget: September 18, 2018, following the Public Hearing.

Board Action: Trustee Gary Carter made a motion to approve the foregoing Budget Resolution for Fiscal Year 2019. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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 Payment of Accrued Bills: The District’s fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2018. By July 20, all FY2018 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. The CEO recommended approval to pay the FY2018 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.

Board Action: Trustee Brenda Culver made a motion to pay the FY2018 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, 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. RAMP 2020: IECC’s Resource Allocation and Management Plan (RAMP) for FY2020 is due to the Illinois Community College Board by July 1, 2018. The RAMP document includes two capital project requests which were approved by Cabinet on June 6th.

The two capital project requests for FY2020 are:

Olney Central College
Project Name: Applied Technology Center
District Priority No.: 1 of 2
Total Building Budget: \$2,413,700

Frontier Community College
Project Name: Student Education and Support Center
District Priority No.: 2 of 2
Total Building Budget: \$3,523,900

As in the last several years, LTC’s and WVC’s RAMP projects will not be submitted. These two projects are listed on Table I of the Fiscal 2018 Capital Budget Recommendation, and the funding levels are set at the amounts appropriated in FY2010. The ICCB will continue to list those projects in FY2020 and adjust for inflation. For informational purposes, these two projects are:

2010-15	Lincoln Trail – Center for Technology
2010-30	Wabash Valley – Technology/Student Support Expansion to Main Hall and Renovation

The CEO recommended approval of the foregoing RAMP FY2020 document and that it be submitted to the Illinois Community College Board.

Board Action: Trustee Al Henager made a motion to approve the Resource Allocation and Management Plan for Fiscal Year 2020. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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. 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 following resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items. The CEO recommended approval of the following Building and Maintenance Fund Resolution:

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

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

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

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

Board Action: Trustee Brenda Culver made a motion to adopt the foregoing Building and Maintenance Fund Resolution as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-I. Inter-Funds 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.

The CEO recommended that the Board adopt the following resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2019, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2019.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2019, 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 2019, 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, 2019.

Board Action: Trustee Al Henager made a motion to approve the Inter-Funds Loan Resolution. 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-J. Working Cash Fund: Terry Bruce presented the following 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 \$33,000 from the Working Cash Fund to the General Fund prior to June 30, 2018.

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.

The CEO recommended the Board adopt the following resolution authorizing the Treasurer to permanently transfer approximately \$33,000 Working Cash Fund interest to the General Fund on or before June 30, 2018.

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, 2018;

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 \$33,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2018.

Board Action: Trustee James Lane made a motion to approve the Inter-Funds Loan Resolution. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Lease for Office Space with SIU Carbondale School of Medicine: The CEO recommended approval of the following lease for office space at Olney Central College with the Southern Illinois University - Carbondale School of Medicine to house the program's Rural Health Project Coordinator.

UNIVERSITY LEASE NO.
LEASE

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

WITNESSETH:

1. PREMISES. For and in consideration of the agreements, covenants and conditions hereby mutually undertaken to be kept and performed by the parties, Lessor does hereby demise and Lease to Lessee, and Lessee hereby accepts and leases from Lessor, subject to the provisions of this Lease, the premises described on Exhibit C commonly known as 305 N. West Street, Olney, IL 62450 (hereinafter referred to as "Demised Premises"). A description of usage by square foot in the facility will be listed in the attached Exhibit B.
2. TERM. The initial term of this Lease shall be for a period of 12 months, said term to begin on July 1, 2018 and continue in full force and effect through June 30, 2019 as provided herein. Lessor agrees that Lessee's obligation to make payments under this Lease is limited and solely restricted to nonappropriated funds which are received and retained by Lessee in its own treasury and only available for expenditures by Lessee in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall Lessee be obligated to expend funds appropriated to Lessee by the State of Illinois to make payments under this Lease.
3. PURPOSE. The purpose of this Lease is the lawful use of the above described premises for the operation of the SIU School of Medicine but no other purpose without the prior written consent of Lessor, which shall not unreasonably be withheld. Breach of this paragraph shall be considered a default, and if not cured by Lessee within a reasonable period of time (not to exceed 60 days) after receipt of notice of such default, Lessor shall have the right to terminate this Lease upon notice hereof.
4. RENTAL PAYMENT. Lessee covenants and agrees to pay to the Lessor beginning July 1, 2018 as rent for the Demised Premises during the term, as described in Exhibit A, and by the following:
 - A. Base Rent. For the initial period beginning July 1, 2018 and ending on June 30, 2019, the sum of One Thousand Five Hundred dollars (\$1,500.00).
 - B. Rental Payments. Rental due under this Lease shall be payable in equal monthly payments of One Hundred Twenty Five dollars (\$125.00) for approximately 120 square feet.
5. RENEWAL OPTION. Provided that this Lease is in full force and effect, and that Lessee is not in default hereunder, Lessee shall have the option to renew this Lease for four 1-year terms, beginning July 1, 2019. The rent for these renewal terms shall be calculated as described in Exhibit A. Rental shall be payable monthly for each renewal term. All other terms and conditions of this Lease shall apply to the renewal terms. Lessee may exercise the option to renew this Lease by giving to Lessor written notice of Lessee's election to exercise this renewal option at least ninety (90) days prior to the expiration of the current term.
6. MAINTENANCE AND REPAIRS.
 - A. Lessor's Obligations. During the Lease term and any renewal thereof, Lessor shall at its cost and expense: (i) maintain the interior, including floor coverings, of the Demised Premises in good repair; (ii)

paint or otherwise decorate all parts of the interior of the Demised Premises periodically, as mutually agreed to by Lessor and Lessee; (iii) maintain and service the heating, air conditioning, plumbing, electrical, water and sewage equipment systems, fire and security alarm systems, fire and outside sprinkler systems, elevator and all lines and pipes; (iv) keep the Demised Premises free from any infestations of insects, rodents, bugs or other animals; (v) maintain the interior of the Demised Premises in compliance with all Federal, State and local statutes, ordinances, rules and regulations as they now exist or may hereafter provide; and (vi) maintain interior and exterior signage, locks, building security and key control. Lessor will make good any damage to plate glass within the interior and exterior of the Demised Premises and, if breakage occurs, immediately install plate glass of similar size and quality in place of any which might be damaged. Lessor shall furnish all necessary janitorial services including window washing, building supplies and maintenance, rubbish and biohazard waste removal, snow removal and lawn care.

Lessor shall be responsible for (i) repavement of or replacement to the parking facilities provided by Lessor for tenants of the Demised Premises; (ii) major structural repairs to the Demised Premises, including replacement of the roof and repairs to the foundation of the Demised Premises; (iii) repairs, alterations, reconstruction or improvements required in order to be in compliance with the Americans with Disabilities Act, or any similar law; (iv) repairs, alterations, reconstruction or improvements required in order to be in compliance with federal, state or local environmental laws; and (v) repair and replacement of the heating, ventilation and air conditioning systems servicing the Demised Premises, except as arising from misuse by Lessee.

If Lessor fails to make any improvements agreed upon in this Lease Agreement, then the Lessee may reduce its lease payments to the Lessor in an amount equal to the corresponding percentage of the improvement value to the lease value. Such penalty shall continue until the Lessor complies with the lease and the improvements are certified by the Lessee.

B. Building Access. Lessee agrees to permit the Lessor or its agents at all reasonable times after reasonable advance notice to enter upon the premises for making repairs or examining the premises or, during the last sixty (60) days of Lessee's tenancy, showing the same.

7. UTILITIES. Lessor shall subscribe in its own name and pay the cost of all natural gas, electricity, water, sewer, internet, and telephone service consumed by Lessee during the term of this Lease.

8. FIXTURES, EQUIPMENT AND REMODELING. Upon prior notice to Lessor, Lessee may install at its own expense upon or within the Demised Premises any fixtures or equipment, or undertake such alterations or remodeling as Lessee deems necessary to adapt the same to the use and occupancy of Lessee, provided that no remodeling shall be undertaken without Lessor's written approval, which approval shall not be withheld unreasonably. Prior to commencing any such remodeling or renovation, Lessee shall provide copies of plans therefor to Lessor for Lessor's approval, which approval shall not be withheld unreasonably. Any such fixtures or equipment, including, without limitation, medical or surgical fixtures, installed by Lessee shall remain the property of Lessee. Upon the expiration of the Lease term, Lessee shall remove from the Demised Premises any fixtures or equipment installed by Lessee which Lessor requires to be removed upon Lessee's vacation of the Demised Premises, provided that in such event, Lessee shall repair any damage occasioned by such removal to the reasonable satisfaction of Lessor. All medical or surgical fixtures and equipment installed by Lessee may be removed by Lessee.

9. COMMON AREAS. As used in this Lease, the term "common areas" means, without limitation, the hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, parking areas, loading areas, trash facilities and all other areas and facilities in and around the building which are provided and designated from time to time by Lessor for the general nonexclusive use and convenience of Lessee with other Lessees of the building and their respective employees, invitees, licensees or other visitors. Lessor grants Lessee, its employees, invitees, licensees and other visitors a nonexclusive license for the Lease term to use the common areas in common with others entitled to use the common areas including, without limitation, Lessor and other tenants of the building, and their respective employees, invitees, licensees and visitors, and other persons authorized by Lessor. Subject to the terms and conditions of this Lease, Lessor will have the right, upon reasonable notice to Lessee, to:

A. Establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operations of the common areas, provided such rules do not deprive Lessee of the substantial benefit and enjoyment of the premises;

B. Close off any of the common areas to whatever extent required in the reasonable opinion of Lessor and its counsel to prevent a dedication of any of the common areas or the accrual of any rights by any person or the public to the common areas, provided such closure does not deprive Lessee of the substantial benefit and enjoyment of the premises;

C. Temporarily close any of the common areas for maintenance, alteration or improvement purposes, provided such closure does not deprive Lessee of the substantial benefit and enjoyment of the premises;

D. Select, appoint or contract with any person for the purpose of operating and maintaining the common areas, subject to such terms and at such rates as Lessor deems reasonable and proper, it being understood that Lessor will pay all costs for such a contract; and

E. Change the size, use, shape or nature of any such common areas, provided such change does not deprive Lessee of the substantial benefit and enjoyment of the premises. So long as Lessee is not thus deprived of the substantial use and benefit of the premises, Lessor will also have the right at any time to change the arrangement or location of, or to regulate or eliminate the use of, any concourse, parking spaces, garage, or any elevators, stairs, toilets or other public conveniences in or about the building, provided such disclosure does not deprive Lessee of the substantial benefit and enjoyment of the premises.

Lessor shall maintain and repair the premises; the fixtures, equipment and appurtenances in the premises exclusive of improvements, fixtures, equipment, and appurtenances placed or constructed thereon by or under the control of Lessee; the common areas, including lobbies, stairs, elevators, corridors and restrooms; the windows in the building; the mechanical, plumbing and electrical equipment serving the building; and the structure of the building, in reasonably good order and condition, except for damage caused by the negligent or willful acts or omissions of Lessee, Lessee's agents or employees, or by the failure of Lessee to perform or comply with any terms, conditions or covenants in this Lease, which damage will be repaired by Lessor at Lessee's expense.

Lessor shall furnish the premises with the following services twenty-four (24) hours a day, seven days a week:

1. Water for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by Lessor;
2. Passenger elevator service, if same is available in the building, in common with other lessees of the building;
3. Window washing of all exterior windows in the premises, if applicable, as needed and at least two (2) times per year, weather permitting;
4. General heat and air conditioning for the building; and
5. Trash collection.

Lessor shall in no event be obligated to furnish any services or utilities, other than those specified in the paragraph above. If Lessor elects to furnish services or utilities requested by Lessee in addition to those specified in the paragraph above, Lessee shall pay to Lessor Lessor's then prevailing and competitive rates for such services and utilities, within thirty (30) days after receipt of Lessor's invoices therefor.

10. INSURANCE. Lessor shall keep the Demised Premises insured against loss or damage by fire or other casualty to the extent of the full insurable value thereof, including all renovations, remodeling, alterations, additions and changes made by either party thereto, which insurance shall be carried for the mutual benefit of the parties to this Lease in proportion to their interest in the premises during the Lease term. Lessee shall be named as an insured party under said policy or policies of insurance to the extent of any prepaid rent. Lessor shall further obtain and maintain all risk insurance coverage on Lessor's equipment leased to Lessee under this Agreement at the expense of Lessor. All insurance proceeds collected shall be used by Lessor to achieve full compliance with the obligations of Lessor under this Lease.

Lessor shall deliver a certificate to Lessee evidencing the aforesaid insurance coverage carried by Lessor prior to the beginning of the Lease term. Lessor shall give Lessee at least thirty (30) days' advance written notice prior to cancellation of any of the aforesaid insurance. In the event Lessor fails to maintain the required insurance, Lessee may terminate this Lease or may obtain alternate insurance and deduct the premium and all associated costs thereof from the rental under this Lease. In the event Lessee terminates this Lease, Lessee shall be entitled to the rebate of a pro rata share of any advance rental payments. Lessee may obtain and maintain any other insurance that Lessee desires on the demised premises or on the personal property thereon at the expense of Lessee.

A. Public Liability and Property Damage Insurance Coverage. During the Lease term, Lessee shall maintain a program of self-insurance with comprehensive and general liability insurance coverage with minimum liability limits of \$1,000,000 per incident for personal injury or death to any one person and \$3,000,000 for personal injury or death in the aggregate and a minimum limit of \$100,000 for property damage. Lessee shall deliver a certificate to Lessor evidencing the aforesaid coverage maintained by Lessee prior to the beginning of the Lease term.

During the Lease term, Lessor agrees to maintain a self-insurance program or purchase commercially available insurance, at its option, with comprehensive and general liability insurance providing coverage for loss, suits for damage, and damages claimed to be directly or indirectly, in whole or in part, due to any act or omission or negligence of Lessor, its employees or agents, with minimum liability limits of \$1,000,000 per incident for personal injury or death to any one person and \$3,000,000 for personal injury or death in the aggregate and a minimum limit of \$100,000 for property damage. Lessor shall deliver a certificate to Lessee evidencing the aforesaid coverage maintained by Lessor prior to the beginning of the Lease term.

B. Cancellation. Lessee's insurance shall not be canceled without thirty (30) days' prior written notice to Lessor. Lessor's insurance shall not be cancelled without thirty (30) days' prior written notice to Lessee. In the event Lessee fails to maintain the required insurance, Lessor may (i) terminate this Lease, or (ii) obtain alternate insurance, and the premium and all associated costs shall be considered as rental under Paragraph 3 of this Lease. Lessee may obtain and maintain any other insurance that Lessee desires on the Demised Premises or on its personal property thereon at the expense of Lessee. In the event Lessor fails to maintain the required insurance, Lessee may (i) terminate this Lease, or (ii) obtain alternate insurance.

11. PEACEABLE POSSESSION. Lessor covenants that Lessor has the right to make this Lease, and that in the event Lessee shall fully, faithfully and timely perform all its obligations under this Lease without default, Lessee shall have the right to quiet and peaceable possession of the Demised Premises for the uses intended without interruption by Lessor or others claiming under Lessor.

In the event Lessor ceases to have the right to make this Lease, Lessee shall have the right to immediately terminate this Lease upon written notice to Lessor, and Lessee shall be entitled to the rebate of a pro rata share of any advance rental payments.

In the event that any claims are brought or actions filed against Lessee with respect to the Lessor's covenants herein contained, Lessor agrees, at its cost and expense, to defend against said claims or actions on behalf of Lessee and to indemnify Lessee for and hold Lessee harmless from any judgments against Lessee.

12. ASSIGNMENT OR SUBLETTING. Lessee, without the prior written consent of Lessor, shall not sublease, assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Lessee in this Lease, in whole or in part, by operation of law or otherwise. If Lessee desires to enter into any sublease of the premises, Lessee shall deliver written notice thereof to Lessor, together with a copy of the proposed sublease agreement at least sixty (60) days prior to the commencement date of the term of the proposed sublease. Any such subletting or assignment shall require the prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be allowed to sublet, assign or otherwise transfer the Lease to any entity wholly or partially controlled or owned by Lessee or any affiliate or subsidiary of Lessee.

In the event of any approved sublease or assignment, Lessee shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease and any expansion space included in the premises.

13. NOTICES. All notices hereunder shall be in writing and shall either be served upon the party to whom the same is given or mailed certified or registered mail, postage prepaid, to the following address:

TO LESSOR: IECC/Olney Central College
305 N. West Street
Olney, IL 62450
Attention: Rodney 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

G. Andrew Fischer

Printed Name

Chairman, IECC Board of Trustees

Title

06-19-2018

Date

Dr. Randy J. Dunn

President

Southern Illinois University

Date: _____

EXHIBIT A

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.	DESCRIPTION	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).
8. Certain Service Contracts (does NOT apply to contracts for professional or artistic services). If this is a service contract as defined in 30 ILCS 500/25-80, Lessor (i) will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract. This

certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Lessor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).

9. Printing Services. If this Contract includes printing services in any amount, Lessor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
10. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) or by the labor of any child under the age of 12 (30 ILCS 584/10).
11. International Boycott (applies to contracts which exceed \$10,000). Neither Lessor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
12. Steel Products. If steel products to be used or supplied for the “construction, reconstruction, alteration, repair, improvement or maintenance” of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).
13. Lead Poisoning Prevention Act (410 ILCS 45). If Lessor is the owner of residential buildings in Illinois, Lessor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
14. Collection of Illinois Use Tax. Neither Lessor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
15. EPA Violation. Lessor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
16. Drug Free Workplace (applies to contracts which exceed \$5,000). If Lessor employs 25 or more employees, Lessor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Lessor is an individual, Lessor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
17. State Board of Elections Registration. Lessor is either (1) not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160).
18. Legal Entity Authorized to Do Business in Illinois (does not apply to Lessors who are sole proprietors). Lessor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
19. Conflict of Interest. Lessor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Lessor has disclosed, if required, on forms provided by the University,

and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Lessor from having or continuing the Contract.

20. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Lessor to the University in University's vendor registration process is true and correct.
21. Audits. As required by 30 ILCS 500/20-65, Lessor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Lessor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.
22. Medicare/Medicaid and Other Federal Debarments. Neither Lessor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Lessor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Lessor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Lessor's employees and agents. See the following websites: <https://www.sam.gov/portal/SAM/##11> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Lessor becomes excluded during the life of this Contract.
23. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
24. IITAA Compliance (applies only to information technology contracts). Lessor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).
25. The Contractor agrees that the University's obligation to make payments under this Agreement is limited and solely restricted to non-appropriated funds which are received and retained by the University in its own treasury and only available for expenditures by the University in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall the University be obligated to expend funds appropriated to the University by the State of Illinois to make payments under this Agreement. The Contractor agrees and understands that the University may terminate this Contract, without penalty, if funds are not appropriated by the State of Illinois, or any division thereof, or are reduced in such an amount, or funds are otherwise unavailable, such that the University cannot fulfill the terms of this Contract. The Contractor shall be paid for services provided up to the effective date of termination. (30ILCS 500/20-60(b))
26. Payment will be made upon satisfactory completion of all services, reports and/or other deliverables specified herein. Interest for any payment not made within sixty (60) days after satisfactory completion of services,

reports, and/or other deliverables, shall be calculated as provided for under the Prompt Payment Act, 30 ILCS 540/.

All subcontracts of \$50,000 or more issued by Lessor under this Contract must include these Certifications, and, if applicable, the Financial Disclosures and Conflicts of Interest Form.

Lessor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract, Lessor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance. If the initial term of the contract extends over multiple fiscal years, Lessor and its subcontractors shall confirm compliance with this section no event later than January 1 of each year that the contract remains in effect.

EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the Lessor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Lessor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Lessor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Lessor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Lessor in its efforts to comply with such Act and Rules and Regulations, the Lessor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portions of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subLessor. In the same manner as with other provisions of this contract, the Lessor will be liable for compliance with applicable provisions of this clause by such subLessors; and further it will promptly notify the contracting agency and the Department in the event any subLessor fails or refuses to comply therewith. In addition, the Lessor will not utilize any subLessor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Re: Public Contracts; last reviewed December, 1991)

EXHIBIT F

Disclosure Under Corrupt Practices Act

University Lease No.

The Illinois "Corrupt Practices Act" requires disclosure of the identity of every owner and beneficiary having any interest, real or personal, in real property before any contract relating to the ownership or use of such real property is entered into by the Board of Trustees of Southern Illinois University. In addition, every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having an interest, real or personal, in such property must be disclosed.

_____ Date
_____ Name and Title of Corporate Officer
_____ Signature

State of Illinois)
) ss
County of)

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

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

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

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

(Signature and Title of Officer)

(Seal)

Commission (if notary) expires _____, 20__.

Board Action: Trustee Gary Carter made a motion to approve the lease for office space at Olney Central College with the SIU Carbondale School of Medicine. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver,

Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-L. Expansion of City of Robinson Enterprise Zone: The CEO recommended approval of the following resolution passed by the City of Robinson for the expansion of the existing Robinson Enterprise Zone to include a property commonly known as Kennedy Auto Care in Palestine.

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 Enterprise Zone as the result of an Enterprise Zone Expansion Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on June 12, 2018 as Ordinance Number 2018-O-17, upon 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 Enterprise Zone.

Board Action: Trustee James Lane made a motion to approve the expansion of the Robinson Enterprise Zone to include property commonly known as Kennedy Auto Care in Palestine, Illinois, as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-M. Agreement with Pepsi Bottling Group, LLC: The Pepsi Bottling Group has requested extension of an exclusive agreement to provide Pepsi products to Wabash Valley College in exchange for which they pay certain fees. It was recommended the following agreement be extended from August 1, 2017 through July 31, 2022.

This sets forth the agreement ("**Agreement**") between **Bottling Group, LLC** and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located At 11733 W Industrial Park Drive, Elberfeld, IN 47613 ("**Pepsi**") and **Wabash Valley College**, with its principal place of business at 2200 College Drive, Mt. Carmel, IL 62863-2699 (the "**Customer**").

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the Customer; and

WHEREAS, Pepsi has submitted a bid in response to an invitation to bid issued by the Customer for the exclusive right to develop and carry out a program for the sale of its beverage products in all facilities owned or operated by the Customer; and

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the Customer has determined that it is in the best interests of the Customer to contract with Pepsi to provide services for the sale of beverage products; and

WHEREAS, Pepsi wishes to identify itself with the Customer and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the Customer in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

“Approved Cups” means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the Customer shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi’s trademark(s) for Pepsi® shall be included on such commemorative cups. The use and size of Pepsi’s trademark(s) on such commemorative cups shall be subject to the prior approval of Pepsi.

“Beverage” or **“Beverages”** means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (**“LCT”**), (ix) frozen carbonated and non-carbonated beverages (**“FB”**), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“Cases” shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“Competitive Products” shall mean any and all Beverages other than the Products.

“Customer Marks” shall mean (i) the Designations (as defined below) and (ii) the Customer’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the Customer and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term.

“Designations” shall include, but not be limited to, the following: “A Proud Sponsor of the Wabash Valley College.”

“Equipment” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines (**“Vending Machines”**); (ii) retail single-serve food service equipment and (iii) fountain service equipment.

“Facilities” shall mean the entire premises of every facility owned, leased, occupied or operated by the Customer or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. **“Facilities”** shall also be

deemed to include convenience store operations and restaurants initiated during the Term of this Agreement in space leased to third-party commercial tenants within Customer-owned buildings.

“**Food Service Provider**” shall mean any food service provider which may serve at the Facilities at any point during the Term.

“**Gallons**” shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

“**Packaged Products**” shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi’s Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“**Postmix Products**” shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi’s Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“**Products**” shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

“**Year**” shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. TERM.

The term of this Agreement shall be for a five (5) year period beginning on August 1, 2017 and expiring on July 31, 2022, unless sooner terminated as provided herein (“Term”). When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

3. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

During the Term, Customer hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities (“**Special Events**”). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the Customer after the date of this Agreement. Pepsi shall install the Equipment at its sole expense; *provided, however*, that the Customer will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by Customer or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by Customer or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with, Customer and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. Customer shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The Customer shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with Customer and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.

(5) Vending.

Pepsi shall have the right to place Vending Machines at the Facilities for dispensing the Products; *provided, however*, that Pepsi shall work with Customer to identify optimal locations for such equipment. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines. The Customer recognizes that prices for Products sold from Pepsi's Vending Machines, are as established in the chart below. The pricing may increase at Pepsi's sole discretion from time to time during the Term, and Pepsi shall provide the Customer with notice of any increases.

Product	Minimum Vend Price
20oz Aquafina	\$1.50
20oz Gatorade	\$1.50
20oz Carbonated Soft Drinks	\$1.50
20oz Lipton Iced Tea	\$1.50
20oz SoBe Water	\$1.50
16oz Rockstar Energy	\$2.50

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, Customer grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

Customer agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to customers at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed by Customer at Customer's sole cost and expense.

(2) Approved Cups; Product Hawking and Catering.

Customer agrees that all Products served, sold or dispensed at concession locations in which Products are served to customers at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the Customer shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi. Customer shall cause Products to be “*hawked*” at the Facilities at all events taking place at the Facilities and served as part of the catering selection in private boxes, suite, backstage areas, lockerooms and press areas. Customer further agrees that Products to be “*hawked*” in the stands shall be sold only in Approved Cups. As used herein, “*hawking*” shall refer to the sale of single servings of a product in the seating areas of the Facilities through the use of vendors circulating through such seating areas.

4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, Customer hereby grants to Pepsi the right to advertise and promote Products in and with respect to the Customer and the Customer Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Facilities and Print Advertising.

Pepsi shall have the right to Facilities and print advertising as mutually agreed between the parties and as further outlined in Exhibit B.

(2) Design and Installation of Customer Advertising.

Pepsi agrees, at its own cost, to provide Customer with the general design of all Customer Advertising. The Customer Advertising shall be constructed and installed by Customer (or an agent thereof) at Customer’s sole cost and expense. All Customer Advertising shall be in conformity with the general scheme and plan of the Customer and the surrounding areas.

(3) Advertising/Signage Changes.

Customer recognizes Pepsi’s right to change, modify and alter its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse Customer for all reasonable costs and expenses incurred by Customer in changing or modifying or altering any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi’s changes to the advertising, trade marks or trade names, designations or identification thereof. Pepsi shall have the right to modify change or alter the promotional messages appearing thereon and all such modifications, changes and/or alterations shall be at Pepsi’s sole cost and expense. Customer shall use reasonable efforts to minimize the cost to Pepsi for modifying, altering and/or changing Pepsi’s advertising.

(4) Maintenance of Signage.

Customer shall maintain all Facility Advertising and other signs and advertising for Products in good order. Customer shall effect any necessary repairs reasonably determined by Customer at

Customer's sole cost and expense. Where practical, Customer shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

Customer hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the Customer and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

(2) Grant of License to Use the Customer Marks for Promotional Activities.

Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and the Customer Marks for the limited purposes of promoting Products within the context of promotional activities. Customer acknowledges that, in order to make full use of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi's food service accounts and customers.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the Customer Marks and Related Proprietary Rights.

Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the Customer Marks other than the right to use such Customer Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of Customer and its affiliates and cooperate with Customer and its affiliates to procure any protection or to protect any of the rights of Customer and its affiliates in and to the Customer Marks. Pepsi shall cause to appear on all materials incorporating the Customer Marks such legends, markings and notices as Customer or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Customer Marks. Pepsi shall not make any alterations or changes to the design or type of the Customer Marks without the prior written consent of Customer.

D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "*Pepsi Marks*") under a license from PepsiCo, Inc. Customer acknowledges that nothing contained in this Agreement shall provide Customer with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. Customer (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. Customer shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other

right with respect to the Pepsi Marks. Customer shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

5. GRANT OF OTHER RIGHTS.

A. Sampling.

Customer agrees to permit to conduct, at Pepsi's sole cost and expense, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by Customer and in accordance with rules and procedures established by Customer, in its sole discretion, as may be amended or supplemented from time to time by Customer.

B. Right of First Negotiation/Refusal.

It is hereby agreed that Customer shall not enter into another agreement for the rights granted hereunder commencing within 365 days after the end of the expiration of the Term unless it shall have complied with the following procedures:

(1) It is hereby agreed that Customer and Pepsi shall enter into negotiations to extend the terms of this Agreement no later than one hundred twenty (120) days prior to the end of the Term. In the event the parties cannot agree to the terms under which this Agreement will be continued thirty (30) days prior to the end of the Term, Customer shall be free to enter into negotiations with third parties.

(2) In the event that Customer receives a bona fide offer for any of the rights granted under this Agreement, Customer shall notify Pepsi of such offer including the consideration payable to Customer and the length of term. Pepsi may, within sixty (60) days of such notice, notify Customer that it is willing to enter into an extension of this Agreement for the term set forth in such notice and providing for the fees and other consideration payable to Customer described in such notice.

(3) If Pepsi fails to send the notice set forth in subparagraph (2) within the time period provided therein, Customer shall be free to enter into an agreement with any party thereafter, free and clear of any rights of Pepsi; *provided, however*, that such arrangement may not provide for a term, fees and other consideration payable to Customer which are less than those stipulated in Customer's notice given pursuant to subparagraph (2). Nothing herein shall preclude Customer from entering into any arrangement whatsoever (i) following a termination of this Agreement by reason of Pepsi's default; or (ii) for a period commencing more than 365 days after the expiration of the entire Term set forth herein.

C. Additional Rights.

Customer agrees to provide Pepsi with the additional rights set forth on Exhibit B.

6. EXCLUSIVITY.

A. During the Term, Customer, its agents, representatives and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the Customer and staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the Customer and staff.

B. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, Customer, and/or Customer Marks with respect to Beverages and that any

dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the Customer will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "**Ambush Marketing**" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, Customer and/or Customer Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, Customer and/or Customer Marks by referring directly or indirectly to the Facilities, Customer and/or Customer Marks.

7. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by Customer as described herein, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

A. Annual Sponsorship Fees.

An Annual Sponsorship Fee (the "**Annual Sponsorship Fee**"), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	August 1, 2017 – July 31, 2018	\$5,000	The execution of this Agreement by both parties.
2	August 1, 2018 – July 31, 2019	\$5,000	August 1, 2018
3	August 1, 2019 – July 31, 2020	\$5,000	August 1, 2019
4	August 1, 2020 – July 31, 2021	\$5,000	August 1, 2020
5	August 1, 2021 – July 31, 2022	\$5,000	August 1, 2021

The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 9.D (Sponsorship Fees in the Event of Termination.) herein.

B. Annual Athletic Fund.

An Annual Athletic Fund (the "**Annual Athletic Fund**"), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	August 1, 2017 – July 31, 2018	\$1,000	The execution of this Agreement by both parties.
2	August 1, 2018 – July 31, 2019	\$1,000	August 1, 2018
3	August 1, 2019 – July 31, 2020	\$1,000	August 1, 2019
4	August 1, 2020 – July 31, 2021	\$1,000	August 1, 2020
5	August 1, 2021 – July 31, 2022	\$1,000	August 1, 2021

The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 9.D (Sponsorship Fees in the Event of Termination.) herein.

C. Rebates.

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products purchased from Pepsi by the Customer and its Food Service Provider pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the “**Rebates**”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebate Amount	Applicable Products
\$3.00/Case	24-pk Cases of 20oz Carbonated Soft Drinks Packaged Products
\$3.00/Case	24-pk Cases of 20oz Aquafina Packaged Products
\$3.00/Case	8-pk Cases of 2 Liter Carbonated Soft Drinks Packaged Products
\$3.00/Case	24-pk Cases of 20oz Gatorade Packaged Products
\$3.00/Case	Cases of 15.2oz Ocean Spray Packaged Products
\$3.00/Case	Cases of 13.7oz Starbucks Packaged Products
\$3.00/Case	Cases of 16oz Kickstart Packaged Products
\$3.00/Case	Cases of 18.5oz Lipton Pureleaf Packaged Products
\$1.00/Gallon	All Gallons of Postmix Products

D. Product Free of Charge.

Upon request from Customer, Pepsi will provide up to a total of twenty five (25) Cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. Aquafina per Year at no additional charge to Customer, provided, however, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that unrequested Product in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

8. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

(1) Pepsi shall, based upon Pepsi’s survey of the Facilities’ needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide repair service to the Equipment upon request of Customer.

(3) The Equipment may not be removed from the Facilities without Pepsi’s written consent, and the Customer agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the Customer, remove all Equipment from the Facilities at no expense to the Customer.

(4) Pepsi shall be responsible for stocking the Vending Machines and for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals.

(5) Pepsi, at its sole discretion or upon mutual agreement between the parties, may agree to install magnetic strip card, online or chip card offline readers on Vending Machines placed at the Facilities. If agreed to by Pepsi, Vending Machines in mutually agreed upon locations will be fitted with magnetic stripe card on-line or chip card off-line readers in accordance with a mutually agreed to conversion schedule. If Pepsi has agreed to such installation, then the Customer must comply with the following:

(i) Prior to Pepsi's commitment to provide such Vending Machines, Customer must provide Pepsi with its minimum requirements for such readers;

(ii) Pepsi will not be responsible for any transaction or maintenance fees on the debit card readers affixed to the Vending Machines;

(iii) The Customer shall arrange for the collection of monies from debit card transactions on Vending Machines equipped with debit card readers;

(iv) On or before the first Monday of each month during the Term, the Customer and/or its authorized debit card agent shall be responsible for providing a weekly report to Pepsi, in a form reasonably satisfactory to Pepsi, detailing the transactions and the dollar amounts grossed during the immediately preceding weekly period through each Vending Machine equipped with a debit card reader;

(v) On or before the first Monday of each month during the Term, the Customer and/or its authorized debit card agent shall remit payment to Pepsi for the monies collected through debit card readers during the immediately preceding monthly period;

(vi) The Customer agrees to indemnify and hold Pepsi harmless from and against losses or costs incurred by Pepsi as a result of any dispute between the Customer and the debit card agent over monies owed to Pepsi for the sale of Pepsi product through the Vending Machines equipped with debit card readers or the failure of the debit card agent to remit payment in a timely manner if the dispute remains unresolved for a period of sixty (60) days.

(6) Pepsi reserves the absolute right to remove any glass front Vending Equipment that sells less than eight (8) cases of Product per week or any other Vending Equipment that sells less than two (2) cases of Product per week.

B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by Customer or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each Customer request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

9. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. Customer's Termination Rights.

Without prejudice to any other remedy available to Customer at law or in equity in respect of any event described below, this Agreement may be terminated by Customer at any time effective thirty (30) days following written notice to Pepsi from Customer if:

(1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or

(2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any

material respect and Pepsi fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; *provided, however*, that such cure is completed to the reasonable satisfaction of Customer within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the Customer if (i) any of the Products are not made available as required in this Agreement by the Customer, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iv) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination.). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (e.g., equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice

C. Additional Termination Rights Available to Pepsi and Customer.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (1) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (2) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (3) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 9 or Customer terminates this Agreement without cause, then Pepsi shall be entitled to from Customer, without prejudice to any other right or remedy available to Pepsi, and Customer shall pay to Pepsi all funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Annual Sponsorship Fee and Annual Athletic Fund, the amount of such reimbursement shall be determined by multiplying the total amount of the Annual Sponsorship Fee and Annual Athletic Fund by a fraction, the numerator of which is the number of months

remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

10. TAXES.

Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

11. CONFIDENTIALITY.

A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the Customer, the Customer and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "**Representatives**"), as needed.

B. "**Confidential Information**" shall include all non-public, confidential or proprietary information that Customer or its Representatives make available to Pepsi or its Representatives or that Pepsi or its Representatives make available to Customer or its Representatives in connection with this Agreement. "**Confidential Information**" shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by Customer, Pepsi or their respective Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of Customer or Pepsi.

C. These Confidentiality provisions and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

13. INDEMNIFICATION.

A. Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence

or willful misconduct of Pepsi, (excluding claims arising out of the Customer's negligence or willful misconduct).

B. To the extent permitted by applicable law, the Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE.

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

15. RIGHT OF OFFSET.

Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer for Products ordered from and delivered by Pepsi pursuant to this Agreement.

16. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
11733 W Industrial Park Drive
Elberfeld, IN 47613
Attn: Director, Food Service

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
1111 Westchester
White Plains, NY 10604
Attn: Legal Department

If to Customer:

Wabash Valley College
2200 College Drive

Mt. Carmel, IL 62863-2699
Attn: _____

17. ASSIGNMENT.

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party; *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto; *provided, however*, that, (x) such affiliate is capable of fully performing all obligations of the assignor hereunder and (y) such affiliate agrees, under a separate agreement acceptable to the other party and signed by such affiliate, to perform all of the obligations and assume all liabilities of the assignor hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Customer represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of New York, or the United States District Court having jurisdiction in Westchester County, New York, or, if neither of such courts shall have jurisdiction, then before any court sitting in Westchester County, New York having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of New York in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

19. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

20. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of Customer.

22. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

23. EFFECT OF HEADINGS.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

24. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party’s reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

25. SEVERABILITY.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

26. AMENDMENTS.

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

27. 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.

28. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

[signature to appear on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

BOTTLING GROUP, LLC

**ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529/WABASH VALLEY COLLEGE**

H

By: _____

By: _____

Name: _____

Name: G. Andrew Fischer, _____

Title: _____

Title: Chairman, IECC Board of Trustees

Date: _____

Date: 06-19-2018

Exhibit A

Current description & pricing for Postmix Products and Packaged Products

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Exhibit B

Facilities & Printing Advertising and Additional Rights to be Provided to Pepsi

A. Facilities and Print Advertising.

- (1) Facilities Advertising.
Such advertising as may be mutually agreed upon between the parties
- (2) Print Advertising.
Such advertising as may be mutually agreed upon between the parties

B. Additional Rights.

Customer will provide Pepsi with complimentary tickets to athletic and other events conducted at the Facilities as reasonably requested by Pepsi.

Board Action: Trustee Brenda Culver made a motion to extend the current agreement with Pepsi Bottling Group, LLC to run from August 1, 2017 through July 31, 2022. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-N. CTE Program Grant Resolution: The District is preparing to apply for a grant funded through the Economic Development Administration. Grant funding has been requested to support infrastructure enhancements to four CTE programs including Truck Driving, Diesel, Welding, and Industrial Maintenance Technology. A requirement of the grant is that the Board adopt the following resolution of support and commitment of funds.

Whereas, the Illinois Eastern Community College District #529 (IECC) is applying to the United States Economic Development Administration (EDA) for a grant for enhancements to CTE program infrastructure; and

Whereas, it is necessary that an application be made, and agreements be entered into with the United States Economic Development Administration; and

Whereas, criteria for grants from the Economic Development Administration are such that financial participation by the grantee is required in conjunction with EDA grants,

NOW THEREFORE, BE IT RESOLVED BY ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, as follows:

1. That IECC apply for a grant under the terms and conditions of the United States Economic Development Administration and shall enter into and agree to understanding and assurances contained in said application.
2. That the CEO, on behalf of IECC execute such documents and all other documents necessary for the carrying out of said application.
3. That the Program Director of Grants & Compliance, is authorized to submit all requisite application documents through grants.gov and/or to provide such additional information as may be required to accomplish the obtaining of such grant.
4. That IECC does hereby commit funds for the use in conjunction with a Grant from the United States Economic Development Administration, such funds to equal 50% of the estimated total project cost in the amount of \$300,000 (Three Hundred Thousand Dollars). These funds are available and are unencumbered cash reserves. Estimated Total project cost is \$600,000.

The CEO recommended approval of the resolution of support.

Board Action: Trustee John Brooks made a motion to approve the terms of the federal Economic Development Administration grant resolution of support. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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-O. Lease Agreements: The following IECC leases were presented for Board information and for Board of Trustees approval as indicated:

1. IECC and Prairie State Generating Company – lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
2. IECC/WVC Foundation Lease – lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
3. IECC/LTC and City of Robinson - Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021.
5. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The lease expires June 30, 2020.
6. 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.
7. IECC/OCC Oil Derrick Lease of Property – The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.
8. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2018 through June 30, 2020, at the current monthly rent of \$125.00. **Board of Trustees Action Required.**
9. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2019 under the current lease agreement. **Board of Trustees Action Required.**

10. IECC/North American Lighting Lease - The lease began October 17, 2016 and is for 1,500 square feet of training space at the West Richland Center. Lease term from October 17, 2016 through June 30, 2019 at the current rent of \$150 per month. **Board of Trustees Action Required.**
11. IECC/Mobile Training Unit #15 Lease - The lease began October 1, 2017 and is for approximately 2,296 square feet of training space and an office space at the West Richland Center. Lease term from October 1, 2017 through June 30, 2019 at the current rent of \$350 per month. **Board of Trustees Action Required.**
12. IECC/Twin Rivers Lease - The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. Lease term from January, 2018 through June 30, 2019 at the current rent of \$225 per month. **Board of Trustees Action Required.**
13. 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.
14. IECC/SIU School of Medicine – The lease is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Center for Rural Health and Social Service Development through Southern Illinois University’s School of Medicine. The lease period is June 20, 2018 through June 30, 2019, at a monthly rent of \$125.00. **Board of Trustees Action Required.**

The CEO recommended approval of the lease agreements as presented.

Board Action: Trustee Brenda Culver made a motion to approve the lease agreements 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. 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-P. Affiliation Agreements: IECC wishes to enter into affiliation agreements with Crawford memorial Hospital and Emerald Glen for LTC’s Certified Medical Assistant Program and with Fairfield Memorial Hospital and Christopher Rural Health Planning for OCC’s Medical Office Careers Program as listed in full in the Board agenda. The CEO recommended approval.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreements as listed in full in the Board agenda as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#10-A. Financial Reports: The monthly Treasurer’s Report was presented.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for June, 2018, totaling \$888,401.57, 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 June, 2018, in the amounts listed. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary

Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – The CEO Report items were ICCB Draft Recognition Report and Enrollment.

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

AGENDA #13 – “Approval of Executive Session Minutes” .

#13-A – “Written Executive Session Minutes” – No executive session was held during the regular meeting, May 15, 2018.

#13-B - “Audio Executive Session Minutes” - No executive session was held during the regular meeting, May 15, 2018.

#13-C – “Semi-Annual Review of Executive Session Minutes” – The Board of Trustees, having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the CEO presented the following report and recommendations:

A. The following written executive session minutes were reviewed in December 2017 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 20, 1998.
6. Tuesday, June 15, 1999.
7. Tuesday, July 20, 1999.
8. Tuesday, February 20, 2001.
9. Tuesday, March 20, 2001.
10. Tuesday, June 19, 2001.
11. Tuesday, July 17, 2001.
12. Tuesday, August 21, 2001.
13. Tuesday, September 18, 2001.
14. Tuesday, June 18, 2002.
15. Tuesday, July 16, 2002.
16. Tuesday, August 20, 2002.
17. Tuesday, September 17, 2002.
18. Tuesday, December 10, 2002.
19. Tuesday, February 18, 2003.
20. Tuesday, June 17, 2003.
21. Tuesday, August 19, 2003.
22. Tuesday, September 16, 2003.
23. Tuesday, August 17, 2004.
24. Tuesday, December 14, 2004.
25. Tuesday, June 21, 2005.
26. Tuesday, July 19, 2005.
27. Tuesday, August 16, 2005.
28. Tuesday, April 18, 2006.
29. Tuesday, November 21, 2006.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2018:

1. None.

C. The following written executive session minutes have been approved and opened to the public record:

1. None.

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. None

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. None.

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. Tuesday, December 12, 2017.
2. Tuesday, January 16, 2018.
3. Tuesday, February 20, 2018.
4. Tuesday, March 20, 2018.
5. Tuesday, April 17, 2018.
6. Tuesday, May 15, 2018.

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

1. Tuesday, December 10, 2002.
2. Tuesday, February 18, 2003.
3. Tuesday, June 17, 2003.
4. Tuesday, August 19, 2003.
5. Tuesday, September 16, 2003.
6. Tuesday, August 17, 2004.
7. Tuesday, December 14, 2004.
8. Tuesday, June 21, 2005.
9. Tuesday, July 19, 2005.
10. Tuesday, August 16, 2005.
11. Tuesday, April 18, 2006.
12. Tuesday, November 21, 2006.

Board Action: Trustee Gary Carter made a motion to accept the report on the Semi-Annual Review of Executive Session Minutes as outlined and as recommended. Trustee Brenda Culver seconded the motion and on a voice vote, the Chair declared the motion carried.

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

400.1. Employment of Personnel

A. Faculty

1. Jasmyne Lewis, Nursing Instructor, effective August 9, 2018.

B. Professional/Non-Faculty Non-Exempt

1. Luke Harl, Coordinator of Accreditation Compliances and Academic Services, DO, effective July 2, 2018.

C. Classified

1. Paul Zeilstra Jr., Technology Support Specialist, DO, effective August 15, 2018.

400.2. Change-in-Status

A. Administrative

1. Robert Conn, Dean of Instruction, WVC to Interim Chief Academic Officer, DO, effective May 29, 2018.

B. Professional/Non-Faculty

1. Courtney Meadows, Assistant Program Director of Cosmetology, OCC to Interim Program Director of Cosmetology, OCC, effective June 20, 2018.
2. Erin Volk, Advisor, LTC to Coordinator of Advisement, LTC, effective June 20, 2018.

400.3. Annual Review of FMLA leave taken during FY 2018

A. Birth of Child

1. 8 weeks
2. 10 weeks
3. 12 weeks

B. Personal Illness

1. 7 days
2. 10 weeks
3. 11 weeks

400.4. Special Assignments FY 2019 (attachment)

400.5. Resignation Ratifications

A. Professional/Non-Faculty

1. Linda Miller, Program Director of Cosmetology, OCC, effective May 31, 2018.

B. Classified

1. Veronica Cox, Custodian/Groundskeeper, FCC, effective June 9, 2018.

**Special Assignments
Frontier Community College**

Academic		Approved 2017-18	Recommended 2018-19
1. Rodney Maxey	Lead Inst Auto Tech	\$450	\$450 + \$100 (Assessment Work)
2. Ed Patton	Lead Inst Electrical Distributions	\$450	\$0
3. Jodi Peach	Lead Inst Health Informatics	\$450	\$450 + \$100 (Assessment Work)
Athletic			
1. Jan Wiles	Athletic Director	\$3,500	\$3,500
Other			
1. Galen Dunn	O & M Team Leader	\$5,825	\$5,825

**Special Assignments
Lincoln Trail College**

Academic		Approved 2017-18	Recommended 2018-19
1. Tyler Browning	Lead Inst Sport Management	\$450	\$450+ \$100 (Assessment Work)
2. Keith Nash	Lead Inst Process Technology	\$450	\$0
3. Travis Matthews	Lead Inst Microcomputer Support Specialist	\$450	\$450+ \$100 (Assessment Work)
4. Laurie Jenkins	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$450	\$450+ \$100 (Assessment Work)
5. Jesse Allen	Lead Inst Telecommunications	\$550	\$550+ \$100 (Assessment Work)
5. Reno Bemont	Lead Inst Welding	\$450	\$450+ \$100 (Assessment Work)
Athletic			
1. Kevin Bowers	Athletic Director	\$3,500	\$3,500
Extra-Curricular			
1. Rebecca Carmack	Performing Arts Coordinator	\$1,500	\$1,500
Other			
1. Chris Ellington	O & M Team Leader	\$5,825	\$5,825

**Special Assignments
Olney Central College**

Academic		Approved 2017-18	Recommended 2018-19
1. Lonnie Barnes	Lead Inst Collision Repair Tech	\$450	\$450+ \$100 (Assessment Work)
2. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$450	\$450+ \$100 (Assessment Work)
3. Curtis Marshall	Lead Inst Welding	\$450	\$450+ \$100 (Assessment Work)
4. Amie Mayhall	Lead Inst Medical Office Assistant	\$500	\$500+ \$100 (Assessment Work)
5. Logan Marshall	Lead Inst Industrial Maintenance	\$450	\$450+ \$100 (Assessment Work)
6. Kristi Urfer	Lead Inst Accounting	\$500	\$500+ \$100 (Assessment Work)
Academic – Allied Health			
1. Wanda Douglas	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
2. Angelia Williams	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
3. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
4. Kathleen Hudson	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
5. Carol Kocher	Director of Radiography	\$1,000	\$1,000
6. Lisa Rauch	Clinical Coordinator, Radiography	\$500	\$500
Athletic			
1. Nicholas Short	Women's Head Softball Coach	\$6,000	\$0
Extra-Curricular			
1. Wade Baker	Performing Arts Coordinator	\$1,000	\$1,000
2. Laurel Cutright	WYSE Coordinator	\$350	\$0
3. Tammie Bohnhoff	Asst WYSE Coordinator	\$200	\$0
4. Rob Mason	Asst WYSE Coordinator	\$200	\$0
Other			
1. Clay Atkins	O & M Team Leader	\$5,825	\$5,825
2. Linda Shidler	Interim Director of the LRC	\$2,200/month	\$2,200/month

**Special Assignments
Wabash Valley College**

Academic		Approved 2017-18	Recommended 2018-19
1. John Day	Lead Inst Social Services	\$450	\$450+ \$100 (Assessment Work)
2. Jay Carter	Lead Inst Advanced Manufacturing	\$450	\$450+ \$100 (Assessment Work)
3. Kyle Peach	Lead Inst Radio/TV	\$450	\$450+ \$100 (Assessment Work)
	Director of Broadcasting	\$8,000	\$8,000
4. Scott Balding	Lead Inst Diesel Equipment Tech	\$500	\$500+ \$100 (Assessment Work)
5. Carla Cadwalader	Lead Inst Early Childhood Dev	\$450	\$450+ \$100 (Assessment Work)
	Small World	\$200/month	\$200/month
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$450	\$450+ \$100 (Assessment Work)
7. Doug Robb	Lead Inst Agriculture Business	\$450	\$450+ \$100 (Assessment Work)
8. David Wilderman	Lead Inst Marketing	\$450	\$450+ \$100 (Assessment Work)
9. Brian Wick	Lead Inst Gunsmithing	\$450	\$450+ \$100 (Assessment Work)
10. Joseph Brown	Lead Inst Truck Driving	\$450	\$450+ \$100 (Assessment Work)
Athletic			
1. Mike Carpenter	Athletic Director	\$3,500	\$3,500
2. Patrick Harris	Head Women's Soccer Coach		\$6,000
Other			
1. Adam Roesch	O & M Team Leader	\$5,825	\$5,825

**Special Assignments
District Office**

Extra-Curricular		Approved 2017-18	Recommended 2018-19
1. Nixie Hnetkovsky	Faculty Coordinator of Student Learning Assessment – FCC	\$5,000 or \$3,500 + 3 hrs. release time	\$4,000
2. Travis Matthews	Faculty Coordinator of Student Learning Assessment – LTC	\$5,000 or \$3,500 + 3 hrs. release time	\$4,000
3. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$5,000 or \$3,500 + 3 hrs. release time	\$4,000
	General Education Analyst – Writing	\$500	\$0
4. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$5,000 or \$3,500 + 3 hrs. release time	\$4,000
5. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time
6. Mary Morris	General Education Analyst – Speech	\$300	\$0
7. Jason Hortin	General Education Analyst – Critical Thinking Skills	\$300	\$0
8. Mary Morris	English/Comm. Discipline Facilitator – FCC		\$1,000
9. Nixie Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC		\$1,000
10. Linda Monge	Math Discipline Facilitator – FCC		\$1,000
11. Ann Wolven	English/Comm. Discipline Facilitator – LTC		\$1,000
12. Rebecca Carmack	Humanities/Fine Arts Discipline Facilitator – LTC		\$1,000
13. Carrie Brown	Life & Physical Science Discipline Facilitator – LTC		\$1,000
14. Kim Schucker	Math Discipline Facilitator – LTC		\$1,000
15. Cindy Boyce	Social & Behavioral Science Discipline Facilitator – LTC		\$1,000
16. Kelly Payne	English/Comm. Discipline Facilitator – OCC		\$1,000
17. Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC		\$1,000
18. Chris Mathews	Life & Physical Science Discipline Facilitator – OCC		\$1,000
19. Tammie Bohnhoff	Math Discipline Facilitator – OCC		\$1,000
20. Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC		\$1,000
21. Jill Winter	English/Comm. Discipline Facilitator – WVC		\$1,000
22. Laura Bruck	Life & Physical Science Discipline Facilitator – WVC		\$1,000
23. Allen Brown	Math Discipline Facilitator – WVC		\$1,000

24. Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC		\$1,000
Athletic			
1. Tyler Browning	Athletics Compliance Coordinator	\$6,000	\$6,000
Other			
1. Renee Smith	Secretary to the Board	\$9,985	\$9,985
2. Ryan Hawkins	Treasurer	\$200/month	\$200/month

ADDENDUM

400.6. Employment

A. Classified

1. Lauren Schambach, Administrative Assistant/HR, DO, effective July 2, 2018.

400.7. Resignation Ratification

A. Classified

1. Amber Jared, Administrative Assistant/HR, DO, effective June 30, 2018.

#14-A. Board Action to Addend Personnel Report: Trustee Al Henager made a motion to addend the Personnel Report, to add an addendum for items 400.6 and 400.7. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

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

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter 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

- A. Trustees**
- B. Presidents**
- C. Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

100.15 Tobacco Free Smoke Free Campus

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Policy 100.15 Tobacco Free/Smoke Free Campus Policy

The District needs to update its tobacco free policies to prohibit the use of medical marijuana on campus. Medical marijuana is not currently defined in our policy and this will give the required definition and prohibition.

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

TLB/rs

Attachment

Tobacco Free/Smoke-Free Campus Policy (100.15)

Date Adopted: December 17, 1996

Revised: October 15, 2013

Revised: September 16, 2014

Revised: June 16, 2015

Revised: July 17, 2018 (Pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges recognizes the importance of providing a healthy environment for students, staff, and the general public in compliance with the Illinois Clean Indoor Air Act and the Smoke Free Campus Act (Public Act 98-0985). In addition to smoking, the District further extends the prohibition to include tobacco products and the littering of tobacco product remains or any other related tobacco waste product on District property.

~~Use of tobacco products is prohibited in any District 529 facility that is open and available to the general public. Use of tobacco products is prohibited in any vehicle owned or leased by District 529. As of July 1, 2015, smoking and the use of tobacco products is prohibited on all IECC property, both indoors and outdoors, with the only exception being persons in non-District owned or leased vehicles, and in District-owned vehicles. Littering the remains of tobacco products or any other related tobacco waste product on District property is further prohibited.~~

This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty-four (24) hours a day, seven (7) days a week and will be communicated to all through conspicuous signage. Maps depicting the locations where smoking and tobacco use are prohibited will be posted on the IECC website. Persons who purposely violate this policy shall be subject to appropriate disciplinary action.

Definitions

“Smoking” means (1) lighting or burning any type of matter or substance that contains tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bong, and hookahs; (2) lighting or burning of non-tobacco plants or marijuana (including medical marijuana); and (3) using electronic cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bong, hookahs, smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product, electronic cigarettes or e-cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.

“IECC Property” means any property owned, leased, occupied, operated or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways, and as further set forth on the Tobacco-Free Campus Map for each college.

~~This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty-four (24) hours a day, seven (7) days a week. Persons who purposely violate this policy shall be subject to appropriate disciplinary action.~~

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

2018-2019 IECC Catalog

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: 2018-2019 IECC Catalog

The District's catalog sets forth the courses, programs, degrees and certificates, and establishes the District policies that apply to the operation of the District and its students. Throughout the year, the Board has approved changes to the catalog which are added as they occur, to the electronic version of the District's catalog on the IECC website. This amended electronic version becomes the binding document for the District's relationship with students, faculty, and staff.

Because high school counselors continue to use the catalog when advising students, the District will print 1,045 catalogs for a price of approximately \$5,038.00.

A link to the updated catalog has been sent to the Board for review and will be posted on the IECC website.

I ask for the Board's approval to print the 2018-2019 IECC catalog.

TLB/rs

Attachment

2018-2019 IECC CATALOG CHANGES

Revised Contents	8/17
Revised Academics and Divider page	8/17
Revised Student Conduct and Policy Section & Divider page.....	8/17
Removed from CTE Section -Security and Loss Prevention (JUS C394), ADJ: Corrections (JUS D395) And Reliability Maintenance (MANUF C558)	8/17
Added Music and Media - MEDIA D256 and C257	8/17
Revised Academic Freedom Policy 800.6	8/17
Revised Title of Credit Equivalency by Licensure, Certificate, or State Seal of Biliteracy.....	8/17
Revised Appendices. Removed Sexual Harassment 100.17, Campus Sexual Violence Elimination Act/Campus SaVE Act Policy 100.29 and Preventing Sexual Violence 100.31.....	8/17
Added Preventing Sexual Misconduct Policy 100.31.....	8/17
Revised Index	8/17
Revisions to Health Careers C196, Information Systems Tech, D217, Phlebotomy C339.....	10/17
Revisions to Student Right to Know Section – Campus Safety and Security	10/17
Revisions to Appendices Appendix D – Appropriate Use of Information Technology Resources... Contents updated	10/17
Inside cover page updated	11/17
Contents Updated.....	11/17
Academic Section revised on Credit by Examination	11/17
Revised Policy 500.20 in Appendices.....	11/17
Added Apprenticeship Program Fee to Financial section.....	11/17
Revised Course Description NUS 1200	11/17
Removed Horticulture Degree and Certificate from CTE section.....	11/17
Updated Index	11/17
Revised TEAS Exam Extension from 24 to 36 months in Allied Health Section.....	11/17
Revised Radiography Course Fees in Financial Section	11/17
Removed Emergency Prep-Vol Firefighter II, Fire2 C400	11/17
Revised Admissions Section by removing “Accuplacer test dates in schedules”	1/18
Revised Allied Health for TEAS Exam information and Radiography course changes.....	1/18
Revised General Programs IAI General Education Core Curriculum	1/18
Revised Appendices Cover page	1/18
Revised Contents, General Program Divider, General Program, Academic Divider, Academics..... and Allied Health (Radiography)	3/18
CTE – Phlebotomy C339 revised	3/18
Financial Section – Revised Tuition (effective Summer Semester 2018) and added	3/18
Allied Health Technology Fee	
Cosmetology, OCC, C260 Program overview revised	4/18
Marketing Business Management Degree, WVC D235 revised.....	4/18
Financial Aid Section revised (Out of District Description) & (Appeals & Procedures)	4/18
Contents revised	4/18
Removed Adult Transition Program from Student Services section	5/18
Revised Policy 500.26 – Credit Equivalency by Licensure, Certification, or State Seal	5/18
Of Biliteracy	
Removed Quality Improvement INDS C552 from CTE sections.....	5/18
Sport Grounds Maintenance (HORT) C388 removed from catalog (2018-2019 Catalog)	6/18
Removed ONLINE checkbox from all CTE Programs for 2018-2019 Catalog.....	6/18
Change of title and revisions to Student Information and Student Conduct section	6/18
Added Employment Skills GEN 2297 to Graphic Arts and Design D199; Electrical Distribution Systems C266; Phlebotomy C339, and Automotive Technology D522.....	6/18

Revised Policy 500.26 – Credit Equivalency by Licensure, Certification, Military Experience, Or State Seat of Biliteracy	6/18
Revised Allied Health	6/18

Agenda Item #8B

2018 Program Review

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: 2018 Program Review Report

The IECC Program Review Report contains a detailed review of specific career and technical education programs and academic transfer disciplines based on quality, cost, and need.

During this year's review of programs and services, the District and the colleges reviewed 16 career and technical education degrees and certificates as well as the academic discipline of mathematics/computer science. Academic support services reviews consisted of Learning and Tutoring Centers and Career Centers and Job Placement. The cross-disciplinary curriculum review included remedial math.

As a result of the District's program review, programs and services are continually reviewed with a focus on quality, cost, and need. Program review provides an opportunity to up-date curricula to accommodate changes in the field and identify resource needs as well as assess support services that contribute to academic programs and the achievement of IECC's mission.

Previously, a link to the IECC 2018 Program Review Report was sent to the Board. Printed copies of the 2018 Program Review will be available at the Board meeting.

The report was approved by the Cabinet on July 11, 2018, and is due to the Illinois Community College Board by August 1, 2018.

I ask the Board's approval for submission of this report to the Illinois Community College Board.

TLB/rs

Agenda Item #8C

2018 Biennial Review Report Drug Free Schools and Community Act

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Biennial Review Report 2018
Drug-Free Schools and Communities Act

The Drug-Free Schools and Campus Regulations, as articulated in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education must certify that it has adopted an implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify the District's compliance with the Part 86 regulations, IECC is required to create a program that complies with the regulations as follows:

1. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
2. Develop a sound method for distributing annual notification information to every student and staff member each year.
3. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
4. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the District can submit it.

Attached is IECC's 2018 Biennial Review and I ask the Board's approval of this report.

TLB/rs

Attachment

Illinois Eastern Community Colleges
Frontier Community College
Lincoln Trail College
Olney Central College
Wabash Valley College
Biennial Review Report
Drug-Free Schools and Communities Act
July 2018

Certification Requirements

The Drug-Free Schools and Campuses Regulations, as articulated in the *Education Department General Administrative Regulations (EDGAR) Part 86.100*, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education (IHE) must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify its compliance with the Part 86 regulations, an IHE must adopt and implement a drug prevention program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by all students and employees both on its premises and as part of its activities. Creating a program that complies with the regulations requires an IHE to do the following:

- 1 Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
- 2 Develop a sound method for distributing annual notification information to every student and staff member each year.
- 3 Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
- 4 Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

Illinois Eastern Community Colleges
Drug-Free Program and Policy

Written Policy on Alcohol and Other Drugs and Student Conduct

Substance Abuse Policy (100.9)

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement

of law enforcement officials. Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

Additionally, the Procedures Manual includes detailed procedures which are pursuant to IECC's Substance Abuse Policy (100.9) which include standards of conduct and a description of applicable legal sanctions for violation.

Drug-Free Workplace Policy (400.19)

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and the abuse of legal drugs and/or alcohol while on IECC owned or supervised property, and while on IECC business. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

I. NOTICE OF CONVICTION

As a condition of employment, all employees directly engaged in performing work under federal grants must agree to comply with this policy and must agree to notify the President or the Chief Executive Officer no later than five (5) days after any conviction for workplace violation of a criminal drug statute. IECC will report such convictions to the federal agency with whom IECC has contracted or from whom IECC has received the grant within ten (10) days.

Any employee who is convicted of such a crime is also subject to discipline up to and including discharge. Where appropriate, in the College's discretion, employees who are convicted of such crimes may be required to participate satisfactorily in a drug rehabilitation or counseling program.

II. DEFINITIONS

The term "controlled substances" means substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C., 812. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD. For the purpose of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug but which is not legally obtained, is not being used for prescribed purposes and/or is not being taken according to prescribed dosages.

The phrase "conviction for a violation of a criminal drug statute" means a finding of guilt, a no contest plea or an imposition of sentence by any judicial body for any violation of any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

III. PENALTIES FOR VIOLATION

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render College employees subject to disciplinary action, up to and including termination. Alternatively, if deemed appropriate by the College under the particular circumstances, any employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the Agency.

Policy on Student Conduct (500.8)

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

Biennial Review

As required by the Drug-Free Schools and Communities Act (DFSCA) and Drug and Alcohol Abuse Prevention Regulations, Part 86, Illinois Eastern Community Colleges conducts a Biennial Review by the end of every even-numbered calendar year and completes a Biennial Review Report on the effectiveness of our AOD program. This review encompasses each of the four Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College. The Biennial Review Report is maintained on file at the IECC District Office, so that, if requested to do so by the U.S. Department of Education, IECC can submit the report. For a copy of the Biennial Review, an individual may contact the office of the Chief Academic Officer for Illinois Eastern Community Colleges.

The Biennial Review indicates that IECC has developed and maintained a Substance Abuse Policy and a Drug-Free Workplace Policy, which are well publicized and distributed to the students, faculty, and staff. IECC provides information and services to promote a drug-free campus environment and ensures that disciplinary sanctions are enforced.

Annual Notification and Distribution of Policy

Annually, each employee and student receive, in writing, IECC's policies which are in compliance with the Drug-Free Schools and Communities Act and include IECC's Substance Abuse Policy, Drug-Free Workplace Policy, Student Conduct Policy, health risks associated with alcohol and other drug use, and available prevention and treatment programs in the area. Additionally, Illinois Eastern Community Colleges Drug-Free Schools and Community Act information is located in the college catalog; in the student, employee, and faculty handbooks; and on the IECC website at www.iecc.edu/drugfree

IECC has developed a sound method for distributing annual notification of the required Drug-Free Schools and Community Act information to students and staff through the following procedures.

Note: These procedures may be modified from time to time to ensure the information is disseminated appropriately and effectively.

- A log-in requirement and acknowledgement to all Entrata accounts which provides IECC with a delivery receipt. This acknowledgment is released near September 1 and February 1, and requires acknowledgement in order to log in.
- A link to the IECC website www.iecc.edu/drugfree is printed on each student's class schedule every semester.
- An email is sent to all IECC employees and students near September 1 and February 1 which provides a link to the IECC website at www.iecc.edu/drugfree.

IECC's Substance Abuse Policy (100.9) and Drug-Free Workplace Policy (400.19) are included in both the Faculty Handbook and Employee Handbook which are distributed to new employees upon employment with IECC. These handbooks and the IECC Board of Trustees Policy Manual are available online to IECC faculty and staff through the IECC intranet. The IECC Procedures Manual includes detailed procedures that are pursuant to IECC's Substance Abuse Policy (100.9). An email is sent semiannually, near September 1 and February 1, to all employees regarding IECC's Substance Abuse and Drug-Free Workplace policies and procedures which include standards of conduct and appropriate sanctions for violation.

Each year at New Student Orientation, IECC students are given informational materials which may include pamphlets about alcohol poisoning, a bookmark about the Illinois Zero Tolerance Law, and brochures about the effects of alcohol abuse. On each student's course schedule, the following statement is also printed to ensure that IECC's distribution of our policies and resources are well distributed annually to each student.

IECC complies with the Drug-Free Schools and Campuses Regulations. Go to www.iecc.edu/drugfree for information and resources.

IECC's Drug-Free Schools and Communities Act information is available at www.iecc.edu/drugfree. The website is available 24/7 to students, faculty, and staff and it includes IECC's Substance Abuse Policy, Drug-Free Workplace Policy, and Student Conduct Policy, health risks associated with alcohol and other drug use, and available treatment programs.

Additional methods of distribution and promoting awareness of AOD are as follows:

- Drug-free and alcohol abuse materials are distributed to students throughout the semester.
- Drug-free and alcohol abuse materials are available in the colleges' brochure racks and in the Student Services Offices.
- Posters are displayed around the colleges concerning alcohol abuse and Illinois law.
- Distribution of a brochure from Southeastern Illinois Counseling Center to refer students to that agency should they need additional assistance.
- The colleges offer student centers, recreation centers, fitness centers, or other alcohol-free settings.
- Alcohol-free events and activities are created and promoted at each college.
- Alcohol is banned on college campuses.
- Alcohol advertising on the college campuses is banned or limited.
- Alcohol industry sponsorship for on-campus events is banned or limited.

Recommendations for Revising IECC's AOD Program

IECC's 2018 biennial review identified the following recommendations which will maintain the effectiveness of the program:

- Regularly review and update IECC's website to ensure the accuracy and availability of information pertinent to alcohol, drugs, treatment and resources.
- Review the Substance Abuse, Drug-Free Workplace, and Student Conduct policies to ensure continued compliance with the Drug-Free Schools and Communities Act.

IECC conducted a biennial review of its drug prevention program and policy and has determined that it is adequately effective in promoting a drug-free campus environment to the students, faculty, and staff. The recommendations listed above will maintain the effectiveness of IECC's policy and procedures on alcohol and other drugs. IECC will continue to conduct a biennial review to review the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced.

Chief Executive Officer

Date

BOARD OF TRUSTEES POLICY MANUAL

BOARD OF TRUSTEES - 100

Substance Abuse Policy (100.9)

Date Adopted: December 19, 1989

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials.

Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

HUMAN RESOURCES – 400

Drug-Free Workplace Policy (400.19)

Date Adopted: November 20, 1990

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

I. NOTICE OF CONVICTION

As a condition of employment, all employees directly engaged in performing work under federal grants must agree to comply with this policy and must agree to notify the President or the Chief Executive Officer no later than five (5) days after any conviction for workplace violation of a criminal drug statute. The Agency will report such convictions to the federal government within ten (10) days.

Any employee who is convicted of such a crime is also subject to discipline up to and including discharge. Where appropriate, in the College's discretion, employees who are convicted of such crimes may be required to participate satisfactorily in a drug rehabilitation or counseling program.

II. DEFINITIONS

The term "controlled substances" means substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C., and § 812. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD. For the purpose of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug but which is not legally obtained, is not being used for prescribed purposes and/or is not being taken according to prescribed dosages.

The phrase "conviction for a violation of a criminal drug statute" means a finding of guilt, a no contest plea or an imposition of sentence by any judicial body for any violation of any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

III. PENALTIES FOR VIOLATION

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render College employees subject to disciplinary action, up to and including termination. Alternatively, if deemed appropriate by the College under the particular circumstances, any employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the Agency.

BOARD OF TRUSTEES POLICY MANUAL

STUDENT PERSONNEL – 500

Policy on Student Conduct (500.8)

Date Adopted: December 19, 1989

Revised: February 21, 2006

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

100.9 Substance Abuse Policy

Procedure - Substance Abuse

The following procedures are pursuant to Illinois Eastern Community Colleges policy on Substance Abuse Policy, (100.9).

The following personnel will assume a major responsibility for administration of the Substance Abuse Policy and Procedures: The President and the Dean of the College; the Chief Executive Officer at the District level.

1. IECC Publications and marketing materials shall include the following statement:

Illinois Eastern Community Colleges' Board of Trustees has adopted the Substance Abuse Policy. Students and employees involved in substance abuse, within the college environment, are subject to disciplinary action.

2. Individuals involved in substance abuse shall be reported immediately to the College President.
3. The College President shall discuss the reported violation with the violator within 48 hours of the report.
4. The College President will make a recommendation of referral to an appropriate agency and disciplinary action or dismissal to the Chief Executive Officer within five (5) working days of the reported violation. In instances of violation of civil law, the President will also notify appropriate law enforcement agencies.
5. In life threatening instances, the reporting college employee should take immediate action to notify college administration. The College President will immediately obtain the assistance of medical, law enforcement, or other appropriate officials. In the event that an administrator is not available, the employee will request assistance of medical, law enforcement or other appropriate officials and notify a college administrator immediately thereafter.
6. If the individual involved in substance abuse is an employee of the District Office, the report shall be to the Chief Executive Officer and the above procedures implemented at that level.
7. Instance of a violation of this policy shall be documented. The College President or the Chief Executive Officer will notify each employee in a written statement, that as a condition of employment under any federal grant, the employee will: a) abide by the terms of the policy statement, and b) notify the College President or Chief Executive Officer of any criminal drug statute conviction or violation occurring in the workplace no later than five (5) days after each conviction.
8. The College President or Chief Executive Officer will notify the funding agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
9. An individual receiving a grant directly from a federal agency must sign the following certification "As a condition of the grant, I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the grant."
10. Every student receiving a Pell Grant must attest to his/her noninvolvement with drugs.

100.9 Substance Abuse Policy

11. Illinois Eastern Community Colleges will take one of the following actions within thirty (30) days of receiving notice regarding conviction or violation occurring in the workplace, with respect to an employee, if so convicted.
 - a. Taking appropriate action against such an employee, up to and including termination, or
 - b. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
12. The Chief Executive Officer shall be responsible for recommendations to the Board of Trustees regarding disciplinary action taken through this policy and/or procedure.
13. The Dean of the College shall be responsible for conduct of an annual substance abuse awareness faculty and staff training activity.
14. Enforcement of the policy and procedures on substance abuse is limited to college or district owned and rented facilities and college district sponsored activities.
15. In cases where a minor is subject to this policy or procedure, the college or district administrator shall notify the parents or legal guardian of violations and disciplinary actions.
16. Any expenses resulting from disciplinary actions shall be the responsibility of the employee or student who violates the policy or procedure.
17. Each employee and student will be apprised annually in writing of the Substance Abuse Policy and Procedures.
18. Appeals to this policy shall follow appeal policy procedures for students or employees.
19. The Board of Trustees Policy and Procedure regarding Substance Abuse takes into account the Drug-Free Workplace Act, Title V-D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) and other applicable laws and regulations pertaining to community colleges.

500.8 Policy on Student Conduct

Revised: 2/8/06

Revised: 4/19/2011

Procedure - Student Conduct

Illinois Eastern Community Colleges (IECC) students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Through the act of registration at one of the Illinois Eastern Community Colleges, students obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or student handbook. Copies may be obtained in all Student Services Offices. These documents contain specific disciplinary rules and regulations as well as procedures followed in case infractions occur. The Student Senate, faculty, and administration of each of the colleges will share in developing and implementing specific regulations to encourage desirable conduct. It is the responsibility of the student to obtain publications outlining these regulations and to become familiar with the District's standard of conduct. The following general policies shall apply to student conduct throughout the IECC District:

1. Students shall maintain standards of conduct which are in accordance with the policies noted above and the specific rules and regulations developed at each of the college campuses.
2. The Student Senate(s) shall accept primary responsibility for governing student conduct at college-sponsored social activities and functions.
3. The District reserves the right to request, for good cause, a physical, psychological, or psychiatric examination or a drug test from a student at any such time that such course of action would deem to be in the best interest of the student and/or the college.
4. A Committee for Student Discipline will be appointed by the college President in the fall of each academic year. Student misconduct will be handled by appropriate college officials who may call the Committee for Student Discipline if they desire. The Committee for Student Discipline shall consist of five members, two elected from the Student Senate and three faculty members appointed by the President of the College. The Committee shall submit its recommendations to the President of the college.
5. In instances where student misconduct results in the involvement of civil law enforcement authorities, the statues of the State of Illinois or the ordinances of local municipal and county governments shall take precedence over any action recommended or contemplated by Illinois Eastern Community Colleges.
6. Allied Health students who may for any reason appear to be unsafe in the clinical area or who may compromise client safety may be required to submit to a psychiatric or psychological examination at any time. Expenses incident to such an examination are the responsibility of the student.
7. Information gathered in the Behavioral Incident Report in connection with the District's Violence Prevention Plan may also be considered in determining appropriate disciplinary actions.

Agenda Item #8D

Articulation Agreement with USI - Graphic Arts and Design

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Transfer Articulation Agreement between University of Southern Indiana and IECC

The following transfer articulation agreement between the University of Southern Indiana (USI) and Illinois Eastern Community Colleges/Frontier Community College (IECC/FCC) is to facilitate the transfer of graduates from IECC who earn the A.A.S. in Graphic Arts and Design to the B.A. or B.S. in Art/Graphic Design emphasis program at the University of Southern Indiana. This agreement provides a written record of a continuing relationship centered on a mutually beneficial commitment to serving students.

I recommend the Board's approve of this agreement.

TLB/rs

Attachment

2+2 Articulation Agreement
between
THE UNIVERSITY OF SOUTHERN INDIANA
and
Illinois Eastern Community Colleges

Statement of Intent: The purpose of this agreement is to facilitate the transfer of graduates of Illinois Eastern Community Colleges/Frontier Community College who earn associate degrees in Graphic Arts and Design (GAD) to the appropriate baccalaureate programs at the University of Southern Indiana (USI).

Principles Upon Which Articulation is Based: This agreement, which encompasses the degree granting institutions of Illinois Eastern Community Colleges/Frontier Community College and the University of Southern Indiana, provides a written record of a continuing relationship centered on a mutually beneficial commitment to serving students.

This agreement confirms that all the eligible credit hours earned by students who complete graduation requirements for the Graphic Arts and Design (GAD) at Illinois Eastern Community Colleges/Frontier Community College will be accepted into and serve to fulfill lower division requirements for the B.A. or B.S. in Art/Graphic Design emphasis at the University of Southern Indiana. Thus, students who graduate having completed all degree requirements in the Graphic Arts and Design (GAD) at Illinois Eastern Community Colleges/Frontier Community College will be eligible for full junior level standing in the Art/Graphic Design emphasis program at the University of Southern Indiana.

Students transferring with an A.A.S. in Graphic Arts and Design (GAD) from Illinois Eastern Community Colleges/Frontier Community College into the University of Southern Indiana are subject to the same admission and academic policies as other applicants to the University of Southern Indiana. Transfer students are also subject to specific baccalaureate degree program admission requirements. Completion of the A.A.S. degree does not guarantee admission to a program that has a separate application process.

Students who have transferred into the University of Southern Indiana must meet all university and program graduation requirements, including the completion of the university's general education program (CORE 39), minimum residence, grade point average and upper division course requirements.

Both institutions reserve the right to change their curriculum and agree to inform the other institution's administration and program faculty of such changes as they relate to the conditions of this agreement. Such changes may require an update to the articulation agreement.

All agreements will be reviewed, updated and re-signed three years from the effective date of the agreements.

Effective Date: **August 2018**

Review Date: **Spring 2021**

**On Behalf of the University of Southern Indiana:
Colleges:**

On Behalf of Illinois Eastern Community

Department Chair Date

Chief Executive Officer Date

Academic Dean Date

Board Chairman Date

Provost Date

COURSE CHECKSHEET:
A.A.S. in Graphic Arts and Design from Frontier Community College TO B.S or B.A. in
Art/Graphic Design at USI

Frontier Community College COURSE REQUIREMENTS: USI COURSE EQUIVALENTS:

Course Number	Course Title	Credit Hours	Course Number	Course Title	Credit Hours	Minimum Grade*
Discipline Requirements						
GAD 1201	Computer Graphic Fundamentals	3	ARTD 275	Computer Graphic Arts	3	C
GAD 1213	Drawing I	3	ART 105	Drawing I	3	C
GAD 1217	Photography I	3	ART 273	Photography I	3	C
GAD 1205	Introduction to Videography	3	ART 1-EL	ART 100-lvl Elective	3	C
GAD 1211	Computer Graphic Applications	3	ARTD 231	Intro to Graphic Design	3	C
GAD 1214	Design Fundamentals I	3	ART 103	Color and Design	3	C
GAD 1281	Fundamentals of Art History I	3	ARTH 221	Art History I	3	C
GAD 2212	Design Fundamentals II	3	ART 104	Design in Materials	3	C
GAD 2231	Computer Animation	3	ARTD 2-EL	ARTD 200-lvl Elective	3	C
GAD 2221	Computer Graphic Techniques	3	ARTD 2-EL	ARTD 200-lvl Elective	3	C
GAD 2225	Typography I	3	ARTD 232	Typography	3	C
GAD 2230	Digital Imaging	3	ARTD 274	Intro to Digital Photo Imaging	3	C
GAD 2281	Fundamentals of Art History II	3	ARTH 222	Art History II	3	C
GAD 2297	Graphic Art and Design Portfolio	1	ART 2-EL	ART 200-lvl Elective	1	C
GAD 2298	Graphic Design Internship	2	ART 2-EL	ART 200-lvl Elective	2	C
General Education Requirements						

ENG 1111	Composition I	3	ENG 101	Rhetoric and Composition I	3	C
MTH 1104	Quantitative Reasoning	3	MATH 114	Quantitative Reasoning	3	C
SOC 2101	Principles of Sociology	3	SOC 121	Principles of Sociology	3	C
SPE 1101	Fundamentals of Effective Speaking	3	CMST 101	Intro to Public Speaking	3	C
BUS 1101	Introduction to Business	3	MNGT 141	Introduction to Business	3	C
PSY 1101	General Psychology I	3	PSY 201	Intro to Psychology	3	C
TOTAL CREDIT HOURS		60	TOTAL CREDIT HOURS		60	

*Some programs may require a minimum grade in specific courses. Please list the minimum grade requirement when applicable.

To graduate with a baccalaureate degree, a student must earn a total of 120 credit hours with at least 39 credit hours at the 300- and 400-level and 30 credit hours taken at USI. Students must have a minimum cumulative USI grade point average of 2.000. 2.0 major GPA required. A maximum of two courses with a grade less than a C may apply toward the Art major/ emphasis.

Notes: Students must complete MTH 1104 Quantitative Reasoning.

COMPLETION OF USI B.A. ART-GRAPHIC DESIGN

FIRST TERM COURSES	CR
ENG 201	3
<i>ARTD 331: Illustration Techniques</i>	3
<i>ARTD 376: Graphic Design II</i>	3
BA – WORLD LANGUAGE 1	3
<i>Upper-level Art History I</i>	3
TOTAL HOURS	15

SECOND TERM COURSES	CR
<i>ARTD 475: Graphic Design III</i>	3
BA – WORLD LANGUAGE 2	3
<i>Upper-level directed major ARTD elective 1</i>	3
<i>Upper-level general elective</i>	3
<i>Embedded Experience – Writing (Upper-Level)</i>	3
TOTAL HOURS	15

THIRD TERM COURSES	CR
<i>ARTD 494: Senior Design Seminar (fall only)</i>	3
<i>Upper-level Art History 2</i>	3
<i>Upper-level general elective</i>	3
BA – WORLD LANGUAGE 3	3
<i>Embedded Experience – Global (Upper-Level)</i>	3
TOTAL HOURS	15

FOURTH TERM COURSES	CR
Natural Science with Lab	4
<i>Embedded Experience – Writing (Upper-Level)</i>	3
KIN 192: Concepts of Wellness & Fitness	1
General elective (recommend GENS 401: Career Readiness & Professional Development)	1
BA – WORLD LANGUAGE 4 (WAYS OF KNOWING - WORLD LANG & CULTURE)	3
<i>Upper-level directed major ARTD elective 2</i> <i>Recommend ARTD 476: Graphic Design IV (spring only)</i>	3

TOTAL HOURS	15
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COMPLETION OF USI B.S. ART-GRAPHIC DESIGN

FIRST TERM COURSES	CR
ENG 201	3
<i>ARTD 331: Illustration Techniques</i>	3
<i>ARTD 376: Graphic Design II</i>	3
WAYS OF KNOWING – MER or SMI or WLC	3
Natural Science	3
TOTAL HOURS	15

SECOND TERM COURSES	CR
<i>ARTD 475: Graphic Design III</i>	3
<i>Upper-level Art History I</i>	3
<i>Upper-level directed major ARTD elective I</i>	3
<i>Upper-level general elective</i>	3
<i>Embedded Experience – Writing (Upper-level)</i>	3
TOTAL HOURS	15

THIRD TERM COURSES	CR
<i>ARTD 494: Senior Design Seminar (fall only)</i>	3
<i>Upper-level Art History 2</i>	3
<i>Upper-level general elective</i>	3
BS – WORLD LANGUAGE & CULTURE	3
<i>Embedded Experience – Global (Upper-Level)</i>	3
TOTAL HOURS	15

FOURTH TERM COURSES	CR
Natural Science with Lab	4
KIN 192: Concepts of Wellness & Fitness	1
General elective (recommend GENS 401: Career Readiness & Professional Development)	1
Embedded Experience – Writing	3
<i>Upper-level general elective</i>	3

<i>Upper-level directed major ARTD elective 2</i>	
<i>Recommend ARTD 476: Graphic Design IV (spring only)</i>	3
TOTAL HOURS	15

Italics denotes upper-level course

Agenda Item #8E

Technology Plan

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Technology Plan

Beginning in 1996, the District initiated a program of improving internal telecommunication programs and the District's computer system. By 2001, the District began expending \$440,000.00 per year on its technology plan. Since 2001, the District has adopted annually its forecast expenditures for the year and for each of the next three-five years.

The Technology Committee, with input from students and employees throughout the district, developed the Technology Plan for FY 2019 through FY 2021. The plan establishes a blueprint that sets forth IECC's Information Technology vision, mission, and the action plans for supporting the academic experience of students and strengthening the educational mission of faculty and staff.

The Technology Plan is grouped into the categories of administrative systems, academic technology, and technology infrastructure. The plan reviews the progress on FY2018 projects and sets the goals for FY2019-FY2021.

The Technology Plan from 2019-2021 contemplates expenditures of \$575,000 each year for a total anticipated expenditure of \$1,725,000.

I ask the Board's approval of the Technology Plan as submitted.

TLB/rs

Attachment



Illinois Eastern Community Colleges

Technology Plan

2019-2021

Frontier Community College – Fairfield, Illinois

Lincoln Trail College – Robinson, Illinois

Olney Central College - Olney, Illinois

Wabash Valley College – Mt. Carmel, Illinois

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TECHNOLOGY COMMITTEE MEMBERS

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

Alex Cline, DO

Robert Conn, WVC/DO

Jay Edgren, FCC

Matt Fowler, WVC

Ryan Gower, LTC

Ryan Hawkins, DO

Travis Matthews, LTC

Rodney Ranes, OCC

Kristi Urfer, OCC/DO

Brandon Weger, DO

INFORMATION TECHNOLOGY STAFF

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

District Office

Cris Costantino, Research Data Analyst

Jeff Gumbel, Coordinator of Web/Online Learning Services

Carrie Hallam, Part-Time IT Trainer/Support

Paul Tait, Systems Administrator

Dave Wingert, IT Technician

PJ Zeilstra, Technology Support Specialist

Jay Zwilling, Systems Administrator

FCC

Terry Chrtt, IT Technician

LTC

Chuck Bennett, IT Technician

OCC

Allen Simpson, IT Technician

WVC

Bobby Moyes, IT Technician

Submitted to Cabinet: July 11, 2018

Submitted to Board of Trustees: July 17, 2018

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

MISSION

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

Purposes

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

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

TECHNOLOGY PLAN FY 2019-2021

EXECUTIVE SUMMARY

With the support and commitment of the Board of Trustees, staff, faculty and administration, IECC continues to improve the technological resources available throughout the district. The FY 2019 – FY 2021 Technology Plan serves as a review of FY 2018 technology projects and outlines current and future technological needs. The goal of the plan is to improve technological services for faculty, staff, and students within the projected budget.

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

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

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

TECHNOLOGY VISION AND MISSION FOR ILLINOIS EASTERN COMMUNITY COLLEGES

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

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

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

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

FISCAL YEAR 2018 TECHNOLOGY PLAN ACCOMPLISHMENTS

Below are status updates for the 2018 Technology Plan projects.

STATUS UPDATE

Administrative Systems

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Banner System Upgrades and Consulting	✓ Completed	Banner 9 installed in production on May 21, 2018. Purchased Trustwave vulnerability assessment consulting to improve data security.
Emergency Notification System	✓ Completed	Purchased the Regroup emergency notification system.

Academic Technology

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Computer Software Licenses	✓ Completed	Purchased the following District-wide software licenses: Microsoft Desktop/Server licenses, Antivirus, Deepfreeze, Backup Exec, Zoom Video Conferencing, and D2L.
Online Software Subscriptions	✓ Completed	The following district-wide LRC software subscriptions were also purchased: American History, World History, World News, Issues and Controversies, Today's Science, Literary Reference Center, Small Business Reference Center, Access Science and CQ Researcher.
Program-Specific Academic Technology	✓ Completed	Purchased technology equipment and software based on campus needs. Purchases included computers, display TVs and software.

Infrastructure

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Network Equipment and Consulting	✓ Completed	Upgraded network switches, wireless controller, and wireless access points.
Network Servers and Storage	✓ Completed	Purchased additional virtual server hosts and storage array.

TECHNOLOGY GOALS AND ACTIVITIES FY 2019 – FY 2021

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

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

Activity 1: Upgrade the hardware and software that supports Banner, the centralized administrative software system. This system contains the core information required for day-to-day operations at IECC including financials, human resources, student records, and financial aid. Additional software demands from Banner upgrades, web access, online reporting, and imaging system access require additional computing capacity. Training is also required to help employees utilize system functionality and increase efficiency. All Banner clients are required to migrate all Banner modules to version 9 by December 31, 2018. We completed phase 1 of the version 9 upgrade in FY 18 and phase 2 is scheduled for FY 19.

Projects

- A. Upgrade Banner Self-Service to version 9.
- B. Automate SAT and other test score uploads.
- C. Streamline online registration.
- D. Develop a fully online international student application.

Activity 2: Purchase annual subscription for emergency notification system that can send text and voice messages to cell phones. Students are much more responsive to text messages so we will expand the system to allow more targeted and individual student communications. (Strategic Plan goal 1, strategy 3, objective 1)

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

Projects

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

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

Projects

- A. Add students to Azure Active Directory.
- B. Migrate employee Active Directory accounts to Azure.
- C. Implement One Drive for user storage.
- D. Migrate Exchange email to Office 365.

E. Implement SharePoint for shared file storage.

Activity 5: Expand and improve data analytics.

Projects

A. Improve data standards and documentation.

B. Implement Campus Labs Insight and Core-Data/Banner integration.

C. Expand Argos OLAPs, dashboards and reports.

(Strategic Plan goal 5, strategy 1, objective 3)

GOAL 2: PROVIDE TECHNICAL RESOURCES TO SUPPORT ACADEMIC SUCCESS

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

Activity 2: Migrate to a new online learning management system (LMS). The current LMS contract expires 7/1/2019 and the Distance Delivery Education Committee recommended migrating to Canvas. Conversion and training resources will be required to move courses from D2L to Canvas.

Activity 3: Purchase online software subscriptions. Many research materials are now available online and are accessible by purchasing annual software subscriptions. Purchasing access to the online materials as a district provides district-wide access to the information and takes advantage of quantity discounts.

Activity 4: Due to the elimination of the ICCB Advanced Technology Grant funding, the Committee recommends allocating funds to support technology needs previously funded by the grant. Purchases from this line item will be based on the Advanced Technology Grant guidelines and left to the discretion of the CEO, CFO, Director of IT, College Presidents, and College Deans. The distribution will be: FCC: \$30,000, LTC: \$30,000, OCC: \$30,000, WVC: \$30,000, WE: \$10,000.

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

Activity 6: Support the Nursing program tablet initiative. Purchase student iPads, setup online testing, ensure sufficient wireless connectivity, setup video displays, and train faculty.

Activity 7: Evaluate and implement systems to ensure academic integrity for online course delivery. Technologies may include: multi-factor authentication, facial recognition, online test proctoring, video conferencing/monitoring, and others.

Activity 8: Develop and implement an attendance monitoring system as a supplement to the progress reporting system.

(Strategic Plan goal 2, strategy 6, objective 1)

Activity 9: Support Innovations in Technology Teaching initiative by providing technical support resources as needed. Initiatives include adding technology to enhance lecture capture, video creation, student collaboration, and thermal imaging.
(Strategic Plan goal 1, strategy 1, objective 2)

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

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

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

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

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

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

Administrative Systems

Link to Strategic Plan							
<u>Description</u>	<u>Goal</u>	<u>Objective</u>	<u>Strategy</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTALS</u>
1 Banner System Upgrades and Consulting				\$40,000.00	\$40,000.00	\$40,000.00	\$120,000.00
2 Emergency Notification System and Texting	1	3	1	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
3 Expand Cybersecurity Systems (GLBA and GDPR)					\$20,000.00	\$20,000.00	\$40,000.00
4 Office 365 Implementation (administrative/academic)				\$20,000.00	\$10,000.00	\$10,000.00	\$40,000.00
5 Expand and Improve Data Analytics	5	1	3	\$5,000.00	\$20,000.00	\$20,000.00	\$45,000.00
Administrative Systems Totals				\$70,000.00	\$95,000.00	\$95,000.00	\$260,000.00

Academic Technology

1 Computer Software Licenses				\$120,000.00	\$120,000.00	\$120,000.00	\$360,000.00
2 Canvas Migration				\$25,000.00			\$25,000.00
3 Online Software Subscriptions				\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00
4 Program-Specific Academic Technology				\$130,000.00	\$130,000.00	\$130,000.00	\$390,000.00
5 Computer Display Units & Video Conferencing	2	3	5	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
6 Nursing iPads, Online Testing, TVs, Ebooks, Training							
7 Improve Online Student Academic Integrity Systems							
8 Develop an Attendance Monitoring System	2	6	1				
9 Support Innovations in Technology Teaching Initiative	1	1	2				
Academic Technology Totals				\$305,000.00	\$280,000.00	\$280,000.00	\$865,000.00

Infrastructure

1	Network Equipment, WIFI, and Consulting	1	4	1& 2	\$40,000.00	\$20,000.00	\$20,000.00	\$80,000.00
2	Network Servers and Storage				\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00
3	Network Power Backup and Surge Protection				\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
4	Computer Replacements				\$130,000.00	\$140,000.00	\$140,000.00	\$410,000.00
5	Surveillance System Upgrades				\$5,000.00	\$15,000.00	\$15,000.00	\$35,000.00
	Infrastructure Totals				\$200,000.00	\$200,000.00	\$200,000.00	\$600,000.00
	Totals				\$575,000.00	\$575,000.00	\$575,000.00	\$1,725,000.00

Agenda Item #8F

Prevailing Rate of Wages

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 17, 2018

RE: Prevailing Rate of Wages

The State of Illinois enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by anyone under contract for public works,” on June 26, 1941. This Act is known unofficially as the “Prevailing Wage Act”. The Act requires all public entities to pay pursuant to the prevailing wages as provided by the Illinois Department of Labor. The District complies with this Act.

The most recent prevailing wage rates from the Illinois Department of Labor for the campus counties of Crawford, Richland, Wabash and Wayne are attached.

I ask the Board’s approval of the prevailing rate of wages as determined by the Illinois Department of Labor for the counties of Crawford, Richland, Wabash and Wayne.

TLB/akb

Attachment

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED
IN ANY PUBLIC WORKS OF SAID DISTRICT**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended and

WHEREAS, the aforesaid Act requires that the Board of Trustees of Illinois Eastern Community Colleges District #529, counties of Crawford, Richland, Wabash and Wayne investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Board of Trustees, employed in performing construction of public works, for said Board of Trustees.

NOW THEREFORE, BE IT ORDAINED BY THE CHIEF EXECUTIVE OFFICER AND BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as the prevailing rate of wages for construction work in Crawford, Richland, Wabash and Wayne Counties as determined by the Department of Labor of the State of Illinois as of **September of 2017**, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the BOARD OF TRUSTEES to the extent required by the aforesaid Act.

SECTION 3: The Board Secretary shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board Secretary shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board Secretary shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 17th day of July, 2018.

APPROVED: _____
Chairman of the Board of Trustees
Illinois Eastern Community Colleges

(SEAL)

ATTEST: _____
Board Secretary

STATE OF ILLINOIS)
COUNTIES OF CRAWFORD, RICHLAND, WABASH, AND WAYNE) s.s.
ILLINOIS EASTERN COMMUNITY COLLEGES)

CERTIFICATE

I, Renee Smith, DO HEREBY CERTIFY THAT I am the Board Secretary in and for the Board of Trustees; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chief Executive Officer and Board of Trustees of Illinois Eastern Community Colleges being entitled: "AN ORDINANCE OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN ANY PUBLIC WORKS OF SAID DISTRICT," at a regular meeting held on the 17th day of July, 2018, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 17th day of July, 2018.

Board Secretary

(SEAL)

CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, Renee Smith, Secretary, Board of Trustees, do hereby certify that the
(Name of Certifying Official) (Title of Certifying Official)

attached is a true and correct copy of Ordinance/Resolution adopted by

Illinois Eastern Community Colleges Board of Trustees on July 17, 2018.
(Name of Public Body) (Date of Adoption)

(SEAL)

(Signature of Official)

LEGAL NOTICE

The Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, on July 17, 2018, passed an ordinance establishing the prevailing wage rates for construction on public works, as determined by the Illinois Department of Labor. Anyone wishing to inspect said ordinance may do so at the Business Office of IECC, 233 East Chestnut Street, Olney, Illinois, during normal office hours, Monday through Friday.

By order of the Board of Trustees
Renee Smith, Board Secretary

Prevailing Wage rates for Crawford County effective September 1, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		27.83	28.28	1.5	1.5	2	7.03	14.28	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		22.40	23.40	1.5	1.5	2	6.80	6.55	0.00	0.50
BOILERMAKER	ALL	BLD		36.50	39.00	1.5	1.5	2	7.07	22.82	1.50	0.65
BRICK MASON	ALL	BLD		30.00	31.50	1.5	1.5	2	8.57	11.05	0.00	0.85
CARPENTER	ALL	BLD		32.14	34.39	1.5	1.5	2	8.45	16.25	0.00	0.54
CARPENTER	ALL	HWY		31.07	32.82	1.5	1.5	2	8.45	16.15	0.00	0.52
CEMENT MASON	ALL	BLD		32.60	34.60	1.5	1.5	2	8.57	9.84	0.00	0.50
CEMENT MASON	ALL	HWY		29.22	30.72	1.5	1.5	1.5	8.57	7.44	0.00	0.30
CERAMIC TILE FNSHER	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10
COMM SYSTEMS TECH	ALL	BLD		27.10	29.80	1.5	1.5	2	6.85	5.19	0.00	0.29
ELECTRIC PWR EQMT OP	ALL	ALL	1	39.15	53.92	1.5	1.5	2	6.36	10.96	0.00	0.39
ELECTRIC PWR EQMT OP	ALL	ALL	2	34.96	53.92	1.5	1.5	2	6.36	9.79	0.00	0.35
ELECTRIC PWR GRNDMAN	ALL	ALL		28.81	53.92	1.5	1.5	2	6.36	8.06	0.00	0.29
ELECTRIC PWR LINEMAN	ALL	ALL		49.05	52.35	1.5	1.5	2	6.36	13.73	0.00	0.49
ELECTRICIAN	ALL	BLD		35.70	38.20	1.5	1.5	2	7.40	10.53	0.00	0.44
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
GLAZIER	ALL	BLD		27.23	29.43	1.5	1.5	2	6.22	6.95	0.00	0.40
HT/FROST INSULATOR	ALL	BLD		29.99	30.99	1.5	1.5	2	5.05	10.09	0.00	0.28
IRON WORKER	ALL	ALL		29.84	32.83	1.5	1.5	2	6.60	11.90	0.00	0.35
LABORER	ALL	BLD		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
LABORER	ALL	HWY		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
LATHER	ALL	BLD		32.14	34.39	1.5	1.5	2	8.45	16.25	0.00	0.54
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10
MARBLE MASON	ALL	BLD		30.00	31.50	1.5	1.5	2	8.57	11.05	0.00	0.85
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.11	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.82	0.00	0.52
OPERATING ENGINEER	ALL	ALL	1	40.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	2	25.35	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	3	41.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00

PAINTER	ALL	ALL		27.30	28.80	1.5	1.5	2	7.97	11.50	0.00	0.60
PILEDRIIVER	ALL	BLD		33.14	35.39	1.5	1.5	2	8.45	16.25	0.00	0.54
PILEDRIIVER	ALL	HWY		31.07	32.82	1.5	1.5	2	8.45	16.15	0.00	0.52
PIPEFITTER	ALL	ALL		37.03	39.81	1.5	1.5	2	7.05	6.63	0.00	0.70
PLASTERER	ALL	BLD		32.35	34.35	1.5	1.5	2	8.57	11.75	0.00	0.50
PLUMBER	ALL	ALL		37.03	39.81	1.5	1.5	2	7.05	6.63	0.00	0.70
ROOFER	ALL	BLD		27.00	30.00	1.5	1.5	2	6.60	5.35	0.00	0.00
SHEETMETAL WORKER	ALL	BLD		31.39	32.96	1.5	1.5	2	7.35	7.69	0.00	1.09
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		30.00	31.50	1.5	1.5	2	8.57	11.05	0.00	0.85
TERRAZZO FINISHER	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10
TERRAZZO MASON	ALL	BLD		31.98	31.98	1.5	1.5	2	8.57	9.94	0.00	0.10
TILE LAYER	ALL	BLD		30.70	32.95	1.5	1.5	2	8.00	13.65	0.00	0.52
TILE MASON	ALL	BLD		31.08	0.00	1.5	1.5	2	7.20	8.55	0.00	0.00
TRUCK DRIVER	ALL	ALL	1	28.95	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	29.35	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	29.55	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	29.80	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	30.55	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	O&C	1	23.16	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	23.48	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	O&C	3	23.64	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	23.84	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	24.44	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TUCKPOINTER	ALL	BLD		30.00	31.50	2	2	2	8.57	11.05	0.00	0.85

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations CRAWFORD COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL. Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATION SYSTEMS TECHNICIAN

Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax,

Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Prevailing Wage rates for Richland County effective September 1, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		27.83	28.28	1.5	1.5	2	7.03	14.28	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		22.40	23.40	1.5	1.5	2	6.80	6.55	0.00	0.50
BOILERMAKER	ALL	BLD		36.50	39.00	1.5	1.5	2	7.07	22.82	1.50	0.65
BRICK MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
CARPENTER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
CARPENTER	ALL	HWY		34.61	36.36	1.5	1.5	2	7.00	9.25	0.00	0.50
CEMENT MASON	ALL	BLD		30.25	31.75	1.5	1.5	2	8.57	7.01	0.00	0.50
CEMENT MASON	ALL	HWY		29.22	30.72	1.5	1.5	1.5	8.57	7.44	0.00	0.30
CERAMIC TILE FNSHER	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
COMM SYSTEMS TECH	ALL	BLD		26.85	29.55	1.5	1.5	2	5.85	5.69	0.00	0.29
ELECTRIC PWR EQMT OP	ALL	ALL	1	39.15	53.92	1.5	1.5	2	6.36	10.96	0.00	0.39
ELECTRIC PWR EQMT OP	ALL	ALL	2	34.96	53.92	1.5	1.5	2	6.36	9.79	0.00	0.35
ELECTRIC PWR GRNDMAN	ALL	ALL		28.81	53.92	1.5	1.5	2	6.36	8.06	0.00	0.29
ELECTRIC PWR LINEMAN	ALL	ALL		49.05	52.35	1.5	1.5	2	6.36	13.73	0.00	0.49
ELECTRICIAN	ALL	BLD		35.70	38.20	1.5	1.5	2	7.40	10.53	0.00	0.44
FLOOR LAYER	ALL	BLD		32.33	33.08	1.5	1.5	2	7.00	9.25	0.00	0.50
GLAZIER	ALL	BLD		27.23	29.43	1.5	1.5	2	6.22	6.95	0.00	0.40
HT/FROST INSULATOR	ALL	BLD		30.58	31.58	1.5	1.5	2	6.61	11.75	0.00	0.43
IRON WORKER	ALL	ALL		28.64	30.14	1.5	1.5	2	8.41	10.92	0.00	0.35
LABORER	ALL	BLD		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
LABORER	ALL	HWY		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
MARBLE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
MILLWRIGHT	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
MILLWRIGHT	ALL	HWY		35.11	36.86	1.5	1.5	2	7.00	9.25	0.00	0.50
OPERATING ENGINEER	ALL	ALL	1	40.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	2	25.35	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	3	41.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
PAINTER	ALL	ALL		27.30	28.80	1.5	1.5	2	7.97	11.50	0.00	0.60
PILEDRIVER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50

PILED RIVER	ALL	HWY		35.11	36.86	1.5	1.5	2	7.00	9.25	0.00	0.50
PIPE FITTER	ALL	ALL		37.03	39.81	1.5	1.5	2	7.05	6.63	0.00	0.70
PLASTERER	ALL	BLD		30.25	31.75	1.5	1.5	2	8.57	7.01	0.00	0.50
PLUMBER	ALL	ALL		37.03	39.81	1.5	1.5	2	7.05	6.63	0.00	0.70
ROOFER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
SHEETMETAL WORKER	ALL	ALL		33.05	34.55	1.5	1.5	2	8.83	8.04	1.99	0.42
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TERRAZZO FINISHER	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
TILE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TRUCK DRIVER	ALL	ALL	1	28.95	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	29.35	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	29.55	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	29.80	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	30.55	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TUCK POINTER	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations RICHLAND COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATION SYSTEMS TECHNICIAN

Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor

600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

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LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Prevailing Wage rates for Wabash County effective September 1, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		27.83	28.28	1.5	1.5	2	7.03	14.28	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		22.40	23.40	1.5	1.5	2	6.80	6.55	0.00	0.50
BOILERMAKER	ALL	BLD		36.50	39.00	1.5	1.5	2	7.07	22.82	1.50	0.65
BRICK MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
CARPENTER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
CARPENTER	ALL	HWY		34.61	36.36	1.5	1.5	2	7.00	9.25	0.00	0.50
CEMENT MASON	ALL	BLD		32.60	34.60	1.5	1.5	2	8.57	9.84	0.00	0.50
CEMENT MASON	ALL	HWY		29.22	30.72	1.5	1.5	1.5	8.57	7.44	0.00	0.30
CERAMIC TILE FNSHER	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
COMMUNICATION TECH	ALL	BLD		18.35	19.65	1.5	1.5	2	0.00	0.55	0.00	0.00
ELECTRIC PWR EQMT OP	ALL	ALL	1	39.15	53.92	1.5	1.5	2	6.36	10.96	0.00	0.39
ELECTRIC PWR EQMT OP	ALL	ALL	2	34.96	53.92	1.5	1.5	2	6.36	9.79	0.00	0.35
ELECTRIC PWR GRNDMAN	ALL	ALL		28.81	53.92	1.5	1.5	2	6.36	8.06	0.00	0.29
ELECTRIC PWR LINEMAN	ALL	ALL		49.05	52.35	1.5	1.5	2	6.36	13.73	0.00	0.49
ELECTRICIAN	ALL	BLD		36.17	38.34	1.5	1.5	2	7.67	8.40	0.00	0.58
FLOOR LAYER	ALL	BLD		32.33	33.08	1.5	1.5	2	7.00	9.25	0.00	0.50
GLAZIER	ALL	BLD		27.23	29.43	1.5	1.5	2	6.22	6.95	0.00	0.40
HT/FROST INSULATOR	ALL	BLD		29.99	30.99	1.5	1.5	2	5.05	10.09	0.00	0.28
IRON WORKER	ALL	ALL		28.64	30.14	1.5	1.5	2	8.41	10.92	0.00	0.35
LABORER	ALL	BLD		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
LABORER	ALL	HWY		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
MARBLE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
MILLWRIGHT	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
MILLWRIGHT	ALL	HWY		35.11	36.86	1.5	1.5	2	7.00	9.25	0.00	0.50
OPERATING ENGINEER	ALL	ALL	1	40.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	2	25.35	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	3	41.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	O&C		25.00	41.25	1.5	1.5	2	8.50	9.90	0.00	0.95
PAINTER	ALL	BLD		26.45	27.95	1.5	1.5	2	6.75	6.30	0.00	0.40

PAINTER	ALL	HWY		27.60	29.10	1.5	1.5	2	6.75	6.30	0.00	0.40
PAINTER OVER 30FT	ALL	BLD		27.20	28.70	1.5	1.5	2	6.75	6.30	0.00	0.40
PAINTER PWR EQMT	ALL	BLD		27.45	28.95	1.5	1.5	2	6.75	6.30	0.00	0.40
PAINTER PWR EQMT	ALL	HWY		28.60	30.10	1.5	1.5	2	6.75	6.30	0.00	0.40
PILEDRIVER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
PILEDRIVER	ALL	HWY		35.11	36.86	1.5	1.5	2	7.00	9.25	0.00	0.50
PIPEFITTER	ALL	BLD		35.35	37.47	1.5	1.5	2	7.95	8.87	0.00	0.82
PLASTERER	ALL	BLD		32.35	34.35	1.5	1.5	2	8.57	11.75	0.00	0.50
PLUMBER	ALL	BLD		35.35	37.47	1.5	1.5	2	7.95	8.87	0.00	0.82
ROOFER	ALL	BLD		28.80	30.80	1.5	1.5	2	7.50	6.05	0.00	0.54
SHEETMETAL WORKER	ALL	ALL		33.05	34.55	1.5	1.5	2	8.83	8.04	1.99	0.42
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TERRAZZO FINISHER	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
TERRAZZO MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TILE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TRUCK DRIVER	ALL	ALL	1	28.95	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	29.35	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	29.55	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	29.80	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	30.55	0.00	1.5	1.5	2	9.30	2.90	0.00	0.25
TRUCK DRIVER	ALL	O&C		13.94	0.00	1.5	1.5	2	2.55	1.50	0.00	0.00
TUCKPOINTER	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations WABASH COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to, sound and voice transmission/transference systems, communication systems that transmit or receive information and/or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems, and the performance of any task directly related to such installation or service. EXCLUDES installation of electrical power wiring and conduit raceways exceeding fifteen (15) feet in length.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK DRIVER - OIL AND CHIP Encompasses following types of work when participating on public works projects involving oil and chip activities: Ready Mix, Gravel Truck Drivers, Asphalt Distributor Truck and Lowboy Drivers. OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

OPERATING ENGINEER - OIL AND CHIP

Encompasses following types of work when participating on public works projects involving oil and chip activities: Spreading and compaction of seal coat aggregate on liquid asphalt or road oil and the preparation for such work for maintenance purposes.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Prevailing Wage rates for Wayne County effective September 1, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		27.83	28.28	1.5	1.5	2	7.03	14.28	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		22.40	23.40	1.5	1.5	2	6.80	6.55	0.00	0.50
BOILERMAKER	ALL	BLD		36.50	39.00	1.5	1.5	2	7.07	22.82	1.50	0.65
BRICK MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
CARPENTER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
CARPENTER	ALL	HWY		34.61	36.36	1.5	1.5	2	7.00	9.25	0.00	0.50
CEMENT MASON	ALL	BLD		30.25	31.75	1.5	1.5	2	8.57	7.01	0.00	0.50
CEMENT MASON	ALL	HWY		29.22	30.72	1.5	1.5	1.5	8.57	7.44	0.00	0.30
CERAMIC TILE FNSHER	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
ELECTRIC PWR EQMT OP	ALL	ALL	1	39.15	53.92	1.5	1.5	2	6.36	10.96	0.00	0.39
ELECTRIC PWR EQMT OP	ALL	ALL	2	34.96	53.92	1.5	1.5	2	6.36	9.79	0.00	0.35
ELECTRIC PWR GRNDMAN	ALL	ALL		28.81	53.92	1.5	1.5	2	6.36	8.06	0.00	0.29
ELECTRIC PWR LINEMAN	ALL	ALL		49.05	52.35	1.5	1.5	2	6.36	13.73	0.00	0.49
ELECTRICIAN	ALL	ALL		42.73	44.98	1.5	1.5	2	8.27	11.96	0.00	0.85
ELECTRONIC SYS TECH	ALL	BLD		34.06	36.06	1.5	1.5	2	7.63	4.77	0.00	0.40
FLOOR LAYER	ALL	BLD		32.33	33.08	1.5	1.5	2	7.00	9.25	0.00	0.50
GLAZIER	ALL	BLD		27.23	29.43	1.5	1.5	2	6.22	6.95	0.00	0.40
HT/FROST INSULATOR	ALL	BLD		30.58	31.58	1.5	1.5	2	6.61	11.75	0.00	0.43
IRON WORKER	ALL	ALL		28.64	30.14	1.5	1.5	2	8.41	10.92	0.00	0.35
LABORER	ALL	BLD		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
LABORER	ALL	HWY		26.83	27.28	1.5	1.5	2	7.03	14.28	0.00	0.80
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
MARBLE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
MILLWRIGHT	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
MILLWRIGHT	ALL	HWY		35.11	36.86	1.5	1.5	2	7.00	9.25	0.00	0.50
OPERATING ENGINEER	ALL	ALL	1	40.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	2	25.35	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
OPERATING ENGINEER	ALL	ALL	3	41.00	42.00	1.5	1.5	2	9.00	10.35	0.00	1.00
PAINTER	ALL	ALL		25.00	25.50	1.5	1.5	2	5.90	9.46	0.00	0.65
PAINTER OVER 30FT	ALL	ALL		28.10	28.60	1.5	1.5	2	5.90	9.46	0.00	0.65

PAINTER PWR EQMT	ALL	ALL		28.10	28.60	1.5	1.5	2	5.90	9.46	0.00	0.65
PILEDRIIVER	ALL	BLD		34.61	36.11	1.5	1.5	2	7.00	9.25	0.00	0.50
PILEDRIIVER	ALL	HWY		35.11	36.86	1.5	1.5	2	7.00	9.25	0.00	0.50
PIPEFITTER	ALL	BLD		40.50	44.55	1.5	1.5	2	9.75	11.05	0.00	1.50
PLASTERER	ALL	BLD		30.25	31.75	1.5	1.5	2	8.57	7.01	0.00	0.50
PLUMBER	ALL	BLD		40.50	44.55	1.5	1.5	2	9.75	11.05	1.00	1.50
ROOFER	ALL	BLD		27.20	28.20	1.5	1.5	2	9.10	3.80	0.00	0.00
SHEETMETAL WORKER	ALL	ALL		33.05	34.55	1.5	1.5	2	8.83	8.04	1.99	0.42
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TERRAZZO FINISHER	ALL	BLD		29.20	29.20	1.5	1.5	2	8.75	9.24	0.00	0.80
TERRAZZO MASON	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80
TRUCK DRIVER	ALL	ALL	1	36.26	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	36.77	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	37.05	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	37.36	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	38.35	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TUCKPOINTER	ALL	BLD		30.70	32.54	1.5	1.5	2	8.75	9.24	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations WAYNE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tornadoizer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Agenda Item #8G

Athletic Training Agreement - FCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Wabash General Hospital Athletic Training Services Contract - FCC

Wabash General Hospital (WGH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2018-2019.

Frontier Community College has been extremely satisfied with the services provided by WGH under the existing agreement and FCC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Wabash General Hospital.

TLB/rs

Attachment

ATHLETIC TRAINER SERVICES AGREEMENT

This ATHLETIC TRAINER SERVICES AGREEMENT (the “Agreement”) is made by and between, Wabash General Hospital District, a Hospital District organized to pursuant to the Illinois Hospital District Law (70 ILCS 910/1 et seq.) and as an Illinois not-for-profit, tax exempt corporation located at 1418 College Drive, Mount Carmel, Wabash County Illinois (the “Hospital”) and Frontier Community College located at 2 Frontier Dr, Fairfield, IL 62837 (the “School”) and shall be effective on the _____ day of July, 2018 (the “Effective Date”) (Hospital and School are individually referred to as a “Party” and are collectively referred to as “the Parties”).

RECITALS

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers (“Athletic Trainer(s)”) to provide athletic training services (“Services”) individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital’s employed sports medicine physician and/or School’s contracted team physician to schools, students, student-athletes and other individuals in need of such Services within Hospital’s service area; and,

WHEREAS, the school desires utilize Hospital’s Athletic Trainer(s) to provide Services to be performed for School’s students, student athletes at School and/or at School’s athletic program practices and sporting events on a limited basis.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

I. Hospital Duties and Responsibilities

1.1 Hospital agrees to provide School with an Illinois licensed athletic trainer or athletic trainers, as determined in Hospital’s reasonable discretion to perform the Services at such times and places as set forth in Exhibit A, which is attached to and incorporated into the terms and conditions of this Agreement.

II. School Duties and Responsibilities

2.1 School agrees to provide Hospital and Athletic Trainer(s) with such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.

III. Financial Relationship between the Parties

3.1 The Parties agree that the financial relationship between the Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.

IV. Term and Termination

4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the 3rd day of July 2019 (the “Initial Term”). This

Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.

4.2 Termination. This agreement may be terminated as follows:

4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.

4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement without cause by giving the other Party at least 90 days prior written notice.

4.3 Effect of Termination of the Agreement. If this Agreement is terminated pursuant to this Article IV neither Party will be further obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Terms of this Agreement.

V. Miscellaneous

5.1 Non-Exclusive Arrangement. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.

5.2 Insurance and Indemnification

5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Training Services including, without limitation, professional liability insurance coverage.

5.2.2 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses, damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative authorizes such School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice. Further, Hospital shall have the absolute right to immediately terminate this agreement in the event a School representative authorizes a School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

- 5.3 Independent Contractor Relationship. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.
- 5.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 Assignment. Assignment of this Agreement or the rights of obligations hereunder shall be invalid without the specific written consent of the other Party.
- 5.6 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.
- 5.8 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 Governing Law. The Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 Notices. Notices of communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

HOSPITAL
 Attn: J.J. Purvis
 President/CEO
 1418 College Drive
 Mt. Carmel, IL 62863
 With a Copy to:

SCHOOL
 Attention: _____

 With a Copy to:

- 5.11 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 5.12 Waiver of Breach. The waiver by either Party of breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 5.13 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person or entity other than the Parties.
- 5.14 Incorporation by Reference; Recitals and Exhibits. The Agreement's Recitals and Exhibits are incorporated by reference into and made a part of this Agreement.

VI. Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and School have executed this Agreement below.

HOSPITAL

SCHOOL

By: _____

By: _____

Printed: _____

Printed: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____

EXHIBIT A

HOSPITAL DUTIES AND RESPONSIBILITIES

1. Hospital's Athletic Trainer (AT) will be available to provide Services to the school on a regularly scheduled basis as provided in Appendix A-1 and as otherwise agreed to by the Parties.
2. Hospital's AT shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon discretion of a team physician or consultation physician which include, without limitation, those duties described in 225 ILCS 5/3 (4) A-J.
3. Hospital's AT will be responsible for opening, closing and supervising School's athletic training facility while providing services at that location. Hospital's AT will also advise the school as to supply inventory status, requisitioning of supplies and facility management generally.
4. Hospital's AT will keep accurate records of all athletic injuries reported by School student-athletes as occurring during the school athletic events and all rehabilitation procedures administered.
5. Hospital's AT acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse and coaches the following information: location of emergency phone and phone numbers.
6. Hospital's AT will inspect and take inventory of all the School medical kits prior to the beginning of each season.
7. Hospital's AT will provide coordination between injured student athletes, the School coaching staff, and team or family physician.
8. Hospital's AT will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the AT will report directly to the supervising physician concerning student-athlete clinical issues and treatment.
9. Hospital's AT may be requested to speak for educational programs in the School.
10. Hospital's AT shall notify the Athletic Director, or the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of AT coverage for a scheduled School event.
11. Hospital agrees that Hospital's AT may attend the following events:
 - i. School's "home" games
 - ii. Schools "away" games as determined in Appendix A-1 and as otherwise agreed to by the Parties.
 - iii. Notwithstanding the foregoing, in the event there are two home varsity athletic events scheduled at the same time, the Athletic Trainer's supervising physician shall assume the responsibility to determine and notify the Parties in advance as to whether the AT is able to i) divide the AT's time between the athletic events, ii) attend only one of the athletic events, or iii) whether a second AT is required to supplement the event coverage.

12. The Parties agree that when Hospital's AT is attending School's game events, the AT will not be available to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional AT to provide services at such training facilities at such times.
13. AT's hours for providing Services at School shall be determined solely by the Hospital during the Term of this Agreement.
14. Hospital's AT will provide coverage of scheduled School home athletic events. The AT in collaboration with the supervising Physician, will determine which School home athletic events is to be covered if there are two simultaneous School events.
15. Hospital's AT may cover School away games with advanced notice and approval and the cost of travel as referenced in Appendix A-1 and as may otherwise be agreed upon in advance by both Parties.

APPENDIX A-1

ATHLETIC TRAINER COVERAGE

1. Hospital AT will provide up to 16 hours of on-site coverage per week, which shall include:
 - a. Two (2) days of on-site office hours for injury evaluation, treatment and rehabilitation, for a minimum of one (1) hour, not to exceed three (3) hours for one day. The Hospital AT may add an additional days of on-site office hours should AT deem it appropriate for continued medical care or acute injury evaluation. Such continued medical care or acute injury evaluation will be “by appointment only” and not to exceed total allowed hours.
 - b. Home event coverage will be provided and not to exceed the total hours.
 - i. Event changes less with less than 24 hours’ notice are not guaranteed coverage.
 - ii. It is the responsibility of the School to notify the Hospital’s Athletic Trainer of any schedule changes as agreed upon in Exhibit B, Section 4.
 - c. Post-Season coverage may be considered upon further agreement of the Parties upon the following terms:
 - i. The School’s Athletic Director or Athletic Director’s designee shall provide written notification of proposed tournament coverage to the Hospital’s Director of Orthopaedics, Sports Medicine and Rehabilitation, with a copy to the lead Athletic Trainer and Supervising Physician.
 - ii. School shall provide cost of travel, lodging and meals for Hospital’s Athletic Trainer.
 - iii. Hospital shall be responsible for the costs of the hours AT is utilized under the terms of this Agreement as noted in Exhibit A.
 - iv. Total hours not to be exceeded unless otherwise approved by the Hospital’s Director of Orthopaedics, Sports Medicine, and Rehabilitation, Lead Athletic Trainer and Supervising Physician.

EXHIBIT B

SCHOOL DUTIES AND RESPONSIBILITIES

1. School agrees to provide a dedicated area within School's facilities in which Hospital's AT(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
2. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the AT's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and AT and Hospital concerning the performance of such Services.
3. At the beginning of each School year, School shall share all practice and game schedules with Hospital in order to appropriately schedule AT to provide Services as required by this Agreement. Further, at the beginning of each School year, School shall advise Hospital as to how School would prefer to allocate AT between specific sports.
4. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes AT to provide Services at least thirty (30) days before such School holiday. In addition, School agrees to use its best efforts to notify AT in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.

EXHIBIT C

FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

1. Hospital agrees to provide the AT services without charge to School.
2. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's AT(s) without charge to Hospital.
3. School agrees to reference Hospital's provision of AT Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
4. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
5. School will provide AT with an opportunity to speak with School's Booster Club and other interested civic groups to promote Hospital's Services.
6. School agrees to promote Hospital and ATs with banners/signage for the School gymnasium and ball fields.
7. School agrees to solicit and provide private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:

Wabash General Hospital Foundation Attention:

J.J. Purvis, President

1418 College Drive

Mt. Carmel, IL 62863

Agenda Item #8H

Athletic Training Agreement - LTC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Crawford Memorial Hospital Athletic Training Services Contract

Crawford Memorial Hospital (CMH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2018-2019.

Lincoln Trail College has been extremely satisfied with the services provided by CMH under the existing agreement and LTC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Crawford Memorial Hospital.

TLB/rs

Attachment

ATHLETIC TRAINING SERVICES
AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (this "Agreement") is entered into as of _____ 2018 (the "Effective Date"), by and between CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL), an Illinois special district of government (hereinafter, "CMH"), and ILLINOIS EASTERN COMMUNITY COLLEGES (hereinafter, the "College") (each of CMH and the College, a "Party" and collectively the "Parties"),

RECITALS

WHEREAS, CMH and the College desire to have CMH provide certain athletic training services to Lincoln Trail College (hereinafter, "Lincoln Trail Campus"), as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.1 CMH Athletic-Trainers. CMH shall provide to College one or more of CII/IH's employe- licensed athletic trainers (the "Athletic Trainer(s)") to perform the Services (as defined below). CMH may, in its sole discretion, utilize one or more student trainees who shall operate under the supervision of the Athletic Trainer(s)

1.2 Term and Termination. The term of this Agreement shall begin on the Effective Date, shall continue for a period of one (1) year, and shall automatically renew for like terms unless earlier terminated earlier by either Party. Either Party may, with or without cause and for any reason whatsoever, terminate this Agreement with thirty (30) days written notice to the other Party.

1.3 Services. During the term of this Agreement, Athletic Trainers shall perform for Lincoln Trail Campus the services listed in Schedule A ("Services"). CMH shall use commercially reasonable efforts to satisfy its obligations under this Agreement and shall keep the College informed on a regular basis as to CMH's ability to staff the events listed in Schedule A. College's sole remedy for any Athletic Trainer's failure to meet College's expectations regarding the provision of the Services is to notify CMH and request a replacement Athletic Trainer or to terminate this Agreement.

1.4 Consideration. Upon execution of this Agreement and at the commencement of each renewal term, College shall pay to CMH the sum of **SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$6,750.00)**. In the event either Party

terminates this Agreement before the expiration of the initial term or any renewal term, any moneys already paid to CMH for Services not performed shall be promptly reimbursed to the College in such amount as the Parties mutually agree.

1.5 Relationship of the Parties. In the exercise of their respective rights, and the performance of their respective obligations hereunder, the Parties are, and will remain, independent contractors. Nothing in this Agreement will be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement. Athletic Trainers are the employees of CMH and not the College.

1.6 Notices. Any notice, request, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given (a) when received, if given in person or by courier or a courier service, (b) on the date of transmission, if sent by facsimile or other wire transmission (receipt confirmed), or (c) five business days after being deposited in the mail, certified or registered, postage prepaid:

If to CMH:

Crawford Hospital District
d/b/a Crawford Memorial
Hospital 1000 North Allen
Street
Robinson, Illinois 62454
Facsimile: (618) 546-2682
Attention: Chief Executive
Officer

If to the College:

Illinois Eastern Community Colleges
Lincoln Trail College
11220 State Highway 1
Robinson, Illinois 62454-5707
Facsimile: (618) 544-4705
Attention: Athletic Director

1.7 Indemnification. The Parties agree to defend, hold harmless and indemnify each other, their directors, officers and members from and against any and all losses, damages, claims, demands, suits, actions, expenses and liabilities, including reasonable attorneys' fees and expenses, associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of, in connection with or the result from any claim, action or another result of any claim that is based on: the negligent actions or omissions of the indemnifying Party; and (ii) either Party's breach of any of the representations, warranties or covenants contained in this Agreement. Confidentiality. The Parties shall comply with all federal and state laws pertaining to medical record confidentiality and disclosure. To the extent, and for so long as required, the Parties represent that they shall make all reasonable efforts to comply with the provisions of 42 U.S.C. § 1171, *et. seq.* enacted by the Health Insurance Portability and Accountability Act of

1996, and the regulations promulgated thereunder all amended from time to time, including but not limited to the requirement for a business associate agreement, if applicable.

1.8 Access to Books and Records. The Parties agree that they will allow the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives, access to the contracts, books, documents, and records of both Parties until the expiration of four (4) years after the services are furnished under this Agreement. The access will be provided for in accordance with the provisions of 42 CFR § 420.302 and related regulations. Furthermore, the Parties agree that if any of the value or cost of any work provided by a subcontractor of one Party to the other Party for any twelve (12) month period has a value of Ten Thousand and 00/100 Dollars (\$10,000) or more, the subcontractor will be required to sign a similar agreement to make its books and records available for such four (4) year period of time. The Parties further agree they will adhere to the Illinois Local Records Act, 55 ILCS 205/1, *et. seq.* and any other applicable legal requirement(s).

1.9 Tax Exempt Status. In the event the performance by either Party of any term, covenant, condition or provision of this Agreement should jeopardize CMH's tax exempt status, license, ability to participate in Medicare or Medicaid, or an accreditation by the Joint Commission on Accreditation of Healthcare Organizations or any other state or nationally-recognized accreditation organization, or violate any statute, regulation, ordinance, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CMH may at its option terminate this Agreement immediately.

1.10 Miscellaneous Provisions. (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; (ii) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder, directly or indirectly, without the prior written consent of the other Party; (iii) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; (iv) No waiver by a Party of any provision of this Agreement or any default hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default; (v) This Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Illinois, and any dispute arising from this Agreement shall be venued in the state and federal courts of Crawford County, Illinois; (vi) This Agreement shall not confer any rights or remedies upon any person (including Athletic Trainer or any replacement employee) other than the Parties; (vii) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption-or burden of proof shall arise favoring or-disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement; (viii) This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or electronic transmittal; (ix) Each Party warrants and represents by its execution of the Agreement that it has full power and authority to enter into this Agreement, and this Agreement was adopted by its respective bodies with power to adopt upon proper resolution and vote at a meeting duly and lawfully called and with power to consider this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CRAWFORD HOSPITAL DISTRICT
(D/B/A CRAWFORD MEMORIAL
HOSPITAL)

ILLINOIS EASTERN COMMUNITY
COLLEGES LINCOLN TRAIL
COLLEGE

SCHEDULE A
SERVICES

Subject to the conditions set forth in the Agreement, CMH will provide athletic training services to College at the Lincoln Trail Campus consistent with the Illinois Athletic Trainers Practice Act, 225 ILCS 5/1, *et. seq.*, as amended from time to time. Examples of the Services that may be provided include to the extent applicable:

- A. Selection, fitting, and maintenance of protective equipment;
- B. Assistance to the coaching staff in the development and implementation of conditioning programs;
- C. Counseling of athletes on nutrition and hygiene;
- D. Inspection of athletic training and playing facilities, equipment and supplies;
- E. Coordination with a licensed physician(s) to provide:
 - (i) pre-competition physical exam and health history updates,
 - (ii) game coverage or phone access to a physician or paramedic,
 - (iii) on-site and follow-up injury care,
 - (iv) reconditioning programs, and
 - (v) assistance on other matters pertaining to the health and well-being of athletes.
- F. With a physician, determination of when an athlete may safely return to full participation post-injury; and
- J. Maintenance of records of athletic injuries and treatments rendered.

Services shall be provided at the following events, listed in order of priority ¹:

- Home game coverage for women's volleyball, men's basketball, women's basketball, baseball, softball.
- Weekday Athletic Training Room Coverage for a minimum of two (2) hours on non game coverage weekdays and one (1) hour on game coverage weekdays.

- Post-season tournament(s) coverage hosted at the Lincoln Trail Campus

College will provide:

- Basic athletic training supplies such as tape, pre-wrap, bandages, AED, etc.

1 Should events overlap, CMH shall determine, in its sole discretion, which event shall be staffed. In the event of Athletic Trainer's inability to attend a scheduled event, whether due to injury or illness or for any other reason, CMH will promptly notify College.

Agenda Item #8I

Athletic Training Agreement - WVC

Agenda Item #8I

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Wabash General Hospital Athletic Training Services Contract - WVC

Wabash General Hospital (WGH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2018-2019.

Wabash Valley College has been extremely satisfied with the services provided by WGH under the existing agreement and WVC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Wabash General Hospital.

TLB/rs

Attachment

ATHLETIC TRAINER SERVICES AGREEMENT

THIS ATHLETIC TRAINER SERVICES AGREEMENT (the "Agreement") is made by and between, Wabash General Hospital District, a Hospital District organized pursuant to the Illinois Hospital District Law (70 ILCS 910/1 et seq.) and as an Illinois not for profit, tax exempt corporation located at 1418 College Drive, Mount Carmel, Wabash County, Illinois (the "Hospital") and Wabash Valley College located at 2200 College Drive, Mount Carmel, Illinois (the "School") and shall be effective on the 2nd day of July, 2016 (the "Effective Date") (Hospital and School are individually referred to as a "Party and are collectively referred to as "the Parties").

Recitals

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers ("Athletic Trainer(s)") to provide athletic trainer services ("Services") individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital's employed sports medicine physician and/or School's contracted team physician to schools, students, student athletes and other individuals in need of such Services within Hospital's service area; and,

WHEREAS, the School desires utilize Hospital's Athletic Trainer(s) to provide the Services to be performed for School's students and student athletes at School and/or at School's athletic program practices and sporting events.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

I. Hospital Duties and Responsibilities.

1.1 Hospital agrees to provide School with an Illinois licensed Athletic Trainer or Athletic Trainers as determined in Hospital's reasonable discretion to perform the Services at such times and places as set forth in Exhibit A which is attached to and incorporated into the terms and conditions of this Agreement.

II. School Duties and Responsibilities.

2.1 School agrees to provide Hospital and Athletic Trainer (s) which such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.

III. Financial Relationship between the Parties.

3.1 The Parties agree that the financial relationship between Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.

IV. Term and Termination.

4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the 3rd day of July, 2017 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.

- 4.2 Termination. This Agreement may be terminated as follows:
- 4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.
- 4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement with without cause by giving the other Party at least 90 days prior written notice.
- 4.3 Effect of Termination of the Agreement. If this Agreement is terminated pursuant to this Article IV neither Party will be further obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Term of this Agreement.

V. Miscellaneous.

- 5.1 Non-Exclusive Arrangement. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.
- 5.2 Insurance and Indemnification.
- 5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Trainer Services including, without limitation, professional liability insurance coverage.
- 5.2.2 Hospital offers an Athletic Trainer training class which permits high school students to take a course of study for college credit which trains such students to assist Hospital's Athletic Trainer at School events. School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to the actions of such Athletic Trainer student assistants participating in Hospital's Athletic Trainer training class.
- 5.2.3 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative authorizes such School student athlete to participate in School sports activities against Hospital's Athletic Trainer or Supervising Physician's professional advice. Further, Hospital shall have the absolute right to immediately terminate this Agreement in the event a School representative authorizes a School student athlete to participate in School sports activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.
- 5.3 Independent Contractor Relationship. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of

employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.

- 5.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 Assignment. Assignment of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other Party.
- 5.6 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.
- 5.8 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 Governing Law. This Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 Notices. Notices or communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

HOSPITAL
Attn: J.J. Purvis
President/CEO
1418 W. College Drive
Mt. Carmel, IL 62863
With a Copy to:

SCHOOL
Attention: _____

With a Copy to:

- 5.11 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 5.12 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

- 5.13 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person or entity other than the Parties.
- 5.14 Incorporation by Reference; Recitals and Exhibits. The Agreement's Recitals and Exhibits are incorporated by reference into and made of a part of this Agreement.

VI. Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and School have executed this Agreement below.

HOSPITAL

SCHOOL

By: _____

By: _____

Printed: J.J. Purvis

Printed: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____

EXHIBIT A
HOSPITAL DUTIES AND RESPONSIBILITIES

16. Hospital's Athletic Trainer will be available to provide Services to the School on a regularly scheduled basis as agreed to by the Parties.
17. Hospital's Athletic Trainer's shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon direction of a team physician or consultation physician which include, without limitation, those duties described 225 ILCS 5/3 (4) A—J.
18. Hospital's Athletic Trainer will be responsible for opening, closing and supervising School's athletic training facility while providing Services at that location. Hospital's Athletic Trainer will also advise the School as to supply inventory status, requisitioning of supplies, and facility management generally.
19. Hospital's Athletic Trainer will keep accurate records of all athletic injuries reported by School students as occurring during school athletic events and all rehabilitation procedures administered. The Athletic Trainer will also prepare reports on all athletic injuries sustained by School students during School events for the nursing and athletic offices as may be requested.
20. Hospital's Athletic Trainer acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse, and coaches the following information: location of emergency phone and phone numbers.
21. Hospital's Athletic Trainer will inspect and take inventory of all the School medical kits prior to the beginning of each season.
22. Hospital's Athletic Trainer will provide coordination between injured student athletes, the School coaching staff, and team or family physician.
23. Hospital's Athletic Trainer will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the Athletic Trainer will report directly to the supervising physician concerning student athlete clinical issues and treatment.
24. Hospital's Athletic Trainer may be requested to speak for educational programs in the School.
25. Hospital's Athletic Trainer shall notify the Athletic Director the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of Athletic Trainer coverage for a scheduled School event.
26. Hospital agrees that Hospital's Athletic Trainer may attend, the following events:
 - i. School's "home" games and, in addition, Athletic Trainer may attend such other School sporting events as determined in the Parties reasonable agreement;
 - ii. School's "away" games and other sporting events as determined in the Parties reasonable agreement;
 - iii. Notwithstanding the foregoing, in the event there are two home varsity athletic events scheduled at the same time, the Athletic Trainer's supervising physician shall assume the responsibility to determine and notify the Parties in advance as to whether the Athletic Trainer is able to i) divide Athletic Trainer's time between the athletic events, ii) attend only one of the of the athletic events, or iii) whether a second Athletic Trainer is required to supplement the athletic events Athletic Trainer coverage.

2. The Parties agree that when Hospital's Athletic Trainer is attending School's game events, the Athletic Trainer will not be available at to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional Athletic Trainer to provide Services at such training facilities and at such times.
3. Athletic Trainer's hours for providing Services at School shall be determined solely by Hospital during the Term of this Agreement.
4. Hospital's Athletic Trainer will provide coverage of scheduled School home athletic events. The Athletic Trainer in collaboration with the Supervising Physician will determine which School home athletic event is to be covered if there are two simultaneous such School events.
5. Hospital's Athletic trainer may cover School away games with advance notice and approval. The cost of travel will be agreed upon in advance by both parties.

EXHIBIT B
SCHOOL DUTIES AND RESPONSIBILITIES

- ii. School agrees to provide a dedicated area within School's facilities in which Hospital's Athletic Trainer(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
- iii. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the Athletic Trainer's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and Athletic Trainer and Hospital concerning the performance of such Services.
- iv. At the beginning of each School year, School shall share all practice and game schedules with Hospital in order to appropriately schedule Athletic Trainers to provide Services as required by this Agreement. Further, at the beginning of each School year, School shall advise Hospital as to how School would prefer to allocate Athletic Trainer's between specific sports.
- v. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes Athletic Trainer to provide Services at least thirty (30) days before such School holiday. In addition School agrees to use its best efforts to notify Athletic Trainer in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.

EXHIBIT C
FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

5. Hospital agrees to provide the Athletic Trainer Services without charge to School.
6. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's Athletic Trainer(s) without charge to Hospital
7. School agrees to reference Hospital's provision of Athletic Trainer Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
8. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
9. School will organize one (1) Hospital sponsored event at a School varsity sport for which Services are provided by Hospital.
10. School will provide Athletic Trainer with an opportunity to speak with the School's Booster Club and other interested civic groups to promote Hospital's Services.
11. School agrees to promote Hospital and Athletic Trainers with banners for the School gymnasium and ball fields,
12. School agrees to offer a program for students interested in becoming a licensed Certified Athletic Trainer to shadow and/or assist Hospital's Athletic Trainer.
13. School agrees to solicit and provide private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:
 Wabash General Hospital Foundation Attention:
 J.J. Purvis, President
 1418 College Drive
 Mt. Carmel, IL 62863

Agenda Item #8J

Emergency Repairs at OCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Emergency Repairs at OCC

Olney Central College's Wattleworth Hall needs a replacement heat exchanger for the rooftop HVAC unit located above the Learning Resource Center. The heat exchanger has rusted out due to age and is unsafe to start for the upcoming winter season.

Under State bidding requirements law, projects costing more than \$25,000 must be bid. However, there is exception where the Board declares an emergency and a project can be completed without bidding. The District replaced an identical heat exchanger last year for a cost of \$27,600. The cost is anticipated to be no greater than \$33,000. The District will request quotes on the project.

I would ask the Board to declare an emergency so that the District can replace the required heat exchanger and be prepared for the upcoming winter season.

TLB/rs

Agenda Item #8K

Appointment of Audit Committee

Agenda Item #8K

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Appointment of Board Audit Committee

Board members John Brooks and Gary Carter currently serve as members of the Board Audit Committee. The Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and then the Board takes action on the District's required annual audit.

The board should consider the reappointment of Board members Brooks and Carter or make new appointments to the Audit Committee.

TLB/rs

Agenda Item #8L

Affiliation Agreement - Office of Dr. Bachar Malek - Certified Medical Assistant - LTC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 17, 2018
RE: Affiliation Agreement - Office of Dr. Bachar Malek

An affiliation agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into an affiliation agreement with the Office of Dr. Bachar Malek, located in Evansville, Indiana. This agreement is for students in the Certified Medical Assistant Program at Lincoln Trail College.

I ask the Board's approval of this affiliation agreement.

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of August, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE) and Dr. Bachar Malek, Evansville, IN (hereinafter referred to as AGENCY).
[Insert: Agency, City, and State Above]

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S CMA Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

Students who have physical or emotional disabilities which may negate success in CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, the COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE CMA program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify

COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2018.

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGES DIST. #529/LINCOLN TRAIL
COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community College Dist. #529

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
June 30, 2018**

FUND	BALANCE
Educational	\$7,714,782.10
Operations & Maintenance	\$632,380.06
Operations & Maintenance (Restricted)	\$840,506.43
Bond & Interest	\$401,619.23
Auxiliary	\$427,741.26
Restricted Purposes	\$74.00
Working Cash	\$202,155.57
Trust & Agency	\$424,357.15
Audit	\$0.00
Liability, Protection & Settlement	\$652,188.27
TOTAL ALL FUNDS	\$11,295,804.07

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
June 30, 2018

(Prior to the accrual run and year-end adjusting journal entries)

	ALL FUNDS
	Fiscal Year 2018
ASSETS:	
CASH	\$ 11,295,804
IMPREST FUND	21,300
CHECK CLEARING	12,500
INVESTMENTS	17,590,000
RECEIVABLES	3,937,708
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	189,229
INVENTORY	507,898
OTHER ASSETS	456,087
FIXED ASSETS (Net of Depr)	17,645,127
TOTAL ASSETS AND OTHER DEBITS:	\$ 51,655,653
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	\$ 223,634
ACCOUNTS PAYABLE	(4,692)
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	3,571,285
L-T DEBT GROUP (FUND 9)	9,391,550
OTHER LIABILITIES	620,581
TOTAL LIABILITIES:	13,802,358
 EQUITY AND OTHER CREDITS:	
FUND BALANCE	8,524,712
PR YR BDGTED CHANGE TO FUND BALANCE	(727,464)
INVESTMENT IN PLANT (Net of Depr)	17,645,127
 FUND BALANCES:	
OTHER FUND BALANCES	20,979,058
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(9,391,550)
RESERVE FOR ENCUMBRANCES	823,412
TOTAL EQUITY AND OTHER CREDITS	37,853,295
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 51,655,653

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Period Ended June 30, 2018

(Prior to the accrual run and year-end adjusting journal entries)

ALL FUNDS

FY 2018
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	7,041,412
STATE GOVT SOURCES	11,383,300
STUDENT TUITION & FEES	15,191,255
SALES & SERVICE FEES	3,257,155
FACILITIES REVENUE	18,024
INVESTMENT REVENUE	250,067
OTHER REVENUES	441,806
TOTAL REVENUES:	37,583,019

EXPENDITURES:

INSTRUCTION	11,778,569
ACADEMIC SUPPORT	458,088
STUDENT SERVICES	1,614,311
PUBLIC SERV/CONT ED	2,530
OPER & MAINT PLANT	3,220,503
INSTITUTIONAL SUPPORT	8,152,064
SCH/STUDENT GRNT/WAIVERS	6,730,552
AUXILIARY SERVICES	4,534,142
TOTAL EXPENDITURES:	36,490,759

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	-360,274
TOTAL TRANSFERS AMONG FUNDS:	-360,274

NET INCREASE/DECREASE IN NET ASSETS	731,986
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Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS

July 1, 2017 -- June 30, 2018

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,974,296	1,274,581	4,248,877
State Government Sources - Current Year	11,383,300	-	11,383,300
State Government Sources - Prior Year	3,227,904	-	3,227,904
Net Tuition and Fees	6,420,903	1,573,230	7,994,133
Sales & Service Fees	52,720	60	52,780
Facilities Revenue	-	15,914	15,914
Investment Revenue	112,634	30,482	143,116
Other Revenues	141,503	1,000	142,503
TOTAL REVENUES:	24,313,260	2,895,267	27,208,527
EXPENDITURES:			
Salaries	14,632,822	848,493	15,481,315
Employee Benefits	2,442,660	205,301	2,647,961
Contractual Services	522,035	313,904	835,939
Materials	1,211,606	194,980	1,406,586
Travel & Staff Development	204,363	1,974	206,337
Fixed Charges	122,086	17,036	139,122
Utilities	67,313	1,214,465	1,281,778
Capital Outlay	85,322	14,423	99,745
Other	181,905	4,735	186,640
TOTAL EXPENDITURES:	19,470,112	2,815,311	22,285,423
TRANSFERS :			
Interfund Transfers	(1,105,107)	-	(1,105,107)
TOTAL TRANSFERS:	(1,105,107)	-	(1,105,107)
NET INCREASE / (DECREASE)	3,738,041	79,956	3,817,997

Agenda Item #11
Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: July 13, 2018
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1. and 400.4. have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Academic Year 2018-2019 Educational Level Change**
- 400.3. Approval of Proposed Non-College Employment**
- 400.4. Resignation Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Anna Bunting, Manager of Food Services, WVC, effective July 18, 2018.

B. Classified

1. Kathryn Sutton, Custodian/Groundskeeper, FCC, effective July 23, 2018, pending successful completion of background check.

400.2. Academic Year 2018-2019 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Brittany Harris	B +16	M	\$1,000

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Shirley Smithenry	Carle Richland Memorial Hospital, Olney, IL	60
Angelia Williams	Good Samaritan Hospital Vincennes, IN	12

400.4. Resignation Ratifications

A. Professional/Non-Faculty

1. Ashlee Spannagel, Program Director of Grants & Compliances, DO, effective July 20, 2018.

B. Classified

1. Tim Gallion, Upward Bound Counselor, DO (LTC), effective August 22, 2018.
2. Hayley Kirkham, Upward Bound Counselor, DO (LTC), effective August 25, 2018.

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	\$7,569,800	████████							
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

6/30/2018