

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 21, 2022



Location:

**Olney Central College
305 N. West Street
Olney, IL 62450**

<https://zoom.us/j/98425725617>

Meeting ID: 984 2572 5617
Dial in number: 312 626 6799 US (Chicago)

Dinner & Meeting – 6:15 p.m. – OCC Banquet Room

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

**Illinois Eastern Community Colleges
Board Agenda**

June 21, 2022

6:15 p.m.

**Olney Central College
Banquet Room**

<https://zoom.us/j/98425725617>

Meeting ID: 984 2572 5617

Dial in number: 312 626 6799 US (Chicago)

1. Call to Order & Roll CallChairman Carter
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
6. Policy First Reading (and Possible Approval)Gower
 - A. None
7. Policy Second ReadingGower
 - A. None
8. Staff Recommendations for Approval
 - A. Renewal of Property, Casualty & Liability Insurance Coverage Hawkins
 - B. FY2023 Budget ResolutionGower
 - C. Tentative Budget Approval FY23.....Gower
 - D. Building and Maintenance Fund Resolution Hawkins
 - E. Inter-Fund Loans Resolution Hawkins

- F. Working Cash Fund Resolution Hawkins
- G. Payment of Accrued Bills.....Gower
- H. Lease Agreements..... Hawkins
- I. Affiliation Agreements.....Gower
 - Deaconess Hospital, Inc.- Henderson, KY location
- 9. Bid Committee Report.....Gower
 - A. WVC Main Hall Roof Repair
- 10. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 11. Executive Session.....Gower
- 12. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower
- 13. Approval of Personnel ReportGower
- 14. Collective Bargaining.....Gower
- 15. LitigationGower
- 16. Other Items
- 17. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in Room 118, at Lincoln Trail College, 11220 State Highway 1 Illinois, in said Community College District at 6:15 o'clock P.M., on Tuesday, May 17, 2022.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Gary Carter called the meeting to order at 6:15 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, Roger Browning, Gary Carter, Brenda K. Culver, Barbara Shimer, Brady Waldrop. Also present was Raechel Hnetkovsky, student trustee. Trustees absent: Jan Ridgely. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Andrea McDowell, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held April 19, 2022, were presented for disposition.

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

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including college staff members. Members of LTC community attended the meeting.

#3-B. IECEA Representative: Rob Mason was present and reported on commencement.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustees reported on their experiences with last week’s graduation ceremony.

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

#5-C. Report from Cabinet: None.

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

#6-A. Board Policy 400.8 Minimum Faculty Qualifications Requirements:
Revisions to the current 400.8 Minimum Faculty Qualifications Requirements were presented for approval by Chancellor Gower:

HUMAN RESOURCES - 400

Minimum Faculty Requirements/Qualifications (400.8)

Date Adopted: December 19, 1989

Date Revised: November 15, 2011

Date Revised: June 16, 2015

Date Revised: December 8, 2015

Date Revised: XXXXX, 2021 (Pending Board Approval)

Administration will determine the need for faculty personnel to fill vacancies or to meet changing enrollment or changing demands within each area of instruction and will follow the minimum qualification requirements as listed below:

Transfer Programs: Preparation shall include a master’s degree with 18 graduate hours in the academic field, discipline, or subfield. The primary method of determination shall be by credentials, however other secondary methods may be considered when determining qualified faculty, such as tested experience, related training, and academic experience in the course and/or

discipline area. Tested experience includes, but is not limited to, a breadth and depth of experience outside of the classroom in real-world situations relevant to the specific field, discipline or subfield to be taught; certifications or licensure in the field, discipline or subfield; and compliance with legal, governmental, and professional requirements, if applicable.

Basic Skills Courses: Preparation shall include a Bachelor's degree with course work in the academic area to be taught.

Career and Technical Education Programs: Preparation shall include a bachelor's degree in the field and/or a combination of education, training and tested experience. Tested experience includes, but is not limited to, one year (2,000 hours) employment experience in the specific occupational area to be taught; certifications or licensure in the field, discipline, or subfield; and compliance with legal, governmental, and professional requirements, if applicable. For those occupations which employment or preparation is regulated by law or licensure, such laws and licensing requirements shall take precedence.

Acceptable Coursework

- A. All undergraduate credit must be earned from ~~regionally accredited institutions~~ **an institution accredited by an institutional accreditation agency recognized by the U.S. Department of Education** in courses associated with the discipline in which the instructor shall teach.
- B. All graduate credit hours must be earned ~~at regionally accredited institutions~~ **from an institution accredited by an institutional accreditation agency recognized by the U.S. Department of Education** in courses at the graduate level with the major emphasis in either professional educational studies or the discipline in which the individual shall teach.
- C. Credit for graduate work done at foreign universities may be given at the discretion of the Board.

The District shall work with current and new faculty, who are otherwise performing well, to ensure that they meet the above requirements/qualifications. In some instances, a written education plan may be established for a faculty member.

Board Action: Trustee Brenda Culver made a motion to approve revisions to Board Policy 400.8 Minimum Faculty Qualifications Requirements, effective immediately, and to waive second reading, as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-B. Board Policy 500.32 Open Admission: Revisions to the current 500.32 Open Admission as follow were presented for approval by Chancellor Gower.

STUDENT - 500

Open Admission Policy (500.32)

Date Adopted: October 16, 2018

Revised: XXXXXX, 2022 (Pending Board Approval)

Students ~~who are qualified to complete a program~~ shall be admitted to Illinois Eastern Community Colleges (IECC) through an open admission process, in accordance with all requirements ~~respecting qualifications and preferences~~ set forth in Illinois ~~Complies Compiled~~ Statutes, [110 ILCS 805/3-17](#) and [805/3-28](#) and in ~~consideration of the~~ guidelines established by the Illinois Community College Board.

Admission to ~~the college~~ IECC shall not guarantee ~~the~~ admission to all courses or programs of study. ~~When space is limited in specific programs, IECC accepts those students best academically qualified, with preference given to students residing in the district or attending under a CAREER agreement.~~

~~IECC reserves the right to deny admission to any applicant when it is deemed IECC's standards of student conduct might be put in jeopardy by such admission.~~

Illinois Eastern Community Colleges shall publish the open admission policy, procedures, and requirements in the catalog and on the website.

Admission to the college shall not guarantee financial aid eligibility.

Board Action: Trustee Brady Waldrop made a motion to approve revisions to Board Policy 500.32 Open Admission, effective immediately, and to waive second reading, as recommended. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-C. Policy 500.37 International Student Health Insurance: New Policy 500.37 International Student Health Insurance as follows, was presented for approval by Chancellor Gower.

STUDENT – 500

International Student Health Insurance Policy (500.37)

Date Adopted: _____

Health insurance is mandatory for all international students enrolled at IECC campuses. International students who have F-1 and J-1 student visa categories are required to enroll in the IECC provided international insurance plan.

The insurance premium for this coverage will be added to the international students' accounts. The premium will be assessed on a semester basis.

IECC shall enter into an agreement with an insurance provider to make available an IECC provided international insurance plan. The IECC provided international insurance plan will meet the minimum requirements of 22 CFR 62.14.

Certain students may be eligible to waive out of the IECC provided international insurance plan by providing proof of comparable health insurance coverage that meets the minimum requirements of 22 CFR 62.14.

Board Action: Student Trustee Raechel Hnetkovsky made a motion to approve Board Policy 500.37 International Student Health Insurance, effective immediately, and to waive second reading, as recommended. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7 - "Policy Second Reading": None.

AGENDA #8 - "Staff Recommendations for Approval":

#8A. Athletic Training Agreement LTC/Crawford Memorial Hospital: Chancellor Gower recommended approval of the annual renewal of the Athletic Training Agreement for LTC provided by Crawford Memorial Hospital. The training agreement is listed in full in the Board Agenda.

Board Action: Trustee Barbara Shimer made a motion to to approve the Athletic Training Agreement for Lincoln Trail College with Crawford Memorial Hospital. Trustee Brenda Culver seconded the motion to approve the Athletic Training Agreement with Crawford Memorial Hospital and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8B. FY23 Activity Fee Allocations: The Chancellor recommended approval of the FY23 Activity Fee Allocations.

	FCC			LTC			OCC			WVC		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Alumni Association	-	-	-	-	-	-	-	-	-	-	-	-
Athletics	50%	70%	70%	40%	40%	40%	30%	39%	39%	30%	30%	30%
Cheerleaders	-	-	-	-	-	-	-	-	-	5%	5%	5%
College Union	25%	15%	-	-	-	-	-	-	-	20%	20%	20%
Student Testing	-	-	-	-	-	-	-	-	-	-	-	-
Intramurals	-	-	-	-	-	-	-	-	-	-	-	-
Parking Maintenance	-	-	-	25%	25%	25%	9%	-	-	-	-	-
Publications	-	-	-	-	-	-	-	-	-	-	-	-
Soc Cul Act Team	-	-	-	-	-	-	3%	3%	3%	-	-	-
Special Events	-	-	-	-	-	-	-	-	-	3%	3%	3%
Student Senate	-	-	5%	15%	15%	15%	10%	10%	10%	12%	12%	12%
Special Projects	25%	15%	-	20%	20%	20%	9%	9%	9%	16%	16%	16%
Natatorium	-	-	-	-	-	-	-	-	-	-	-	-
Student Handbook	-	-	-	-	-	-	-	-	-	-	-	-
Model United Nation	-	-	-	-	-	-	-	-	-	-	-	-
Child Care	-	-	-	-	-	-	20%	20%	20%	-	-	-
Food Services	-	-	-	-	-	-	19%	19%	19%	14%	14%	14%
Sports Facility	-	-	25%	-	-	-	-	-	-	-	-	-
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Board Action: Trustee Brenda Culver made a motion to approve the FY23 Activity Fee Allocations as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8C. Course Fees: The Chancellor recommended changes in the fee structure as follow.

A \$20 fee (per student/per course effective Fall 2022) was recommended for the following courses:

Clinical Fees:

1. PTA 1211 Clinical I
2. PTA 2249 Clinical II
3. PTA 2250 Clinical III

Lab Fees:

4. PTA 1203 PTA Clinical Processes
5. PTA 1205 Patient Care Interventions
6. PTA 1206 Functional Anatomy & Biomech.
7. PTA 1210 Field Experience for the PTA
8. PTA 2202 Musculoskeletal Therapy
9. PTA 2210 Multiple System Rehabilitation
10. PTA 2211 Neuromuscular Rehabilitation

District Administration notified the Board of intent to remove the \$40 Course Lab fee for PHM 1204.

The following changes are a reassignment of existing course fees and do not represent a new or increased cost to program participants.

1. TEL 1202 Networking Fundamentals (\$94)
2. TEL 1203 Combination Technician I (\$167.50)
3. TEL 1204 Outside Plant Technician I (\$375)
4. TEL 1232 Networking Fundamentals II (\$94)
5. TEL 1234 Outside Plant Technician II (\$375)

District Administration recommended a \$10 fee (per student, per course effective Spring 2023) for the following courses:

1. CHM 1124 Elem Organic & Biochemistry
2. CHM 2120 Organic Chemistry
3. CHM 2122 Organic Chemistry
4. GEG 1104 Introductory Meteorology Lab
5. GEL 1110 General Geology
6. GEL 1112 Physical Geology
7. GEL 2111 Environmental Geology

8. LSC 1103 General Botany
9. LSC 1104 General Zoology
10. LSC 1106 Introduction to Biology
11. LSC 1109 Human Biology Lab
12. LSC 1111 Intro to Forensic Science
13. LSC 2104 Field Biology
14. LSC 2113 Human Cadaver Anatomy
15. PHY 1110 Survey of Physics
16. PHY 1111 Technical Physics I
17. PSC 1101 Intro to Physical Science
18. PSC 1112 Intro to Astronomy Lab
19. PSC 2101 Environmental Science

Board Action: Trustee Brenda Culver made a motion to revise certain student fees as presented. Trustee Roger Browning seconded the motion and on a recorded roll call vote by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8D. Affiliation Agreements: IECC enters into affiliation agreements with area health care facilities. The Chancellor recommended approval of affiliation agreements with Newton Care Center, Sarah Bush Lincoln Health Center, Wabash Christian Retirement Center, Cozy Corner, Kiddie Kollege, Wayne County Health Department, and Deaconess Hospital.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreements. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 - Bid Committee Report: The Chancellor reviewed the following Bid Committee report and recommended it be approved as presented.

The Bid Committee recommended acceptance of the bid received from Synapsis for a total of \$879,771.64.

Synchronous Learning Classrooms	
Company	Bid

Board Action: Trustee John Brooks made a motion to approve the Bid Committee Report recommendation as presented. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 31, 2022.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2022, totaling \$850,213.82, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Roger Browning made a motion to approve payment of district financial obligations for May 2022, in the amounts listed. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #12 – “Approval of Executive Session Minutes” – The Board of Trustees did hold an executive session at the regular meeting, April 19, 2022. Chancellor recommended approval of the April 19, 2022 closed session minutes. Trustee Brenda Culver made a motion to approve the executive session minutes as presented. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #13 – “Approval of Personnel Report” – Andrea McDowell presented the following amended Personnel Report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Professional, Non-Faculty, Non-Exempt

1. Trevin Milner, Coordinator of Public Information & Marketing, FCC, effective May 23, 2022.

B. Classified

1. Allison Stephens, TRIO Upward Bound Counselor, DO/OCC, effective May 23, 2022.
2. Angel Kerner, Advisor, LTC, effective May 23, 2022.
3. Clarence Burwell, Custodian, WVC, effective May 25, 2022.

400.2. Change in Status

A. Faculty

1. Chase Bramlet, Coordinator of Public Information & Marketing, WVC, to English Instructor, WVC, effective August 11, 2022.

400.3. Approval to Hire Program Director Financial Aid Prior to June BOT Meeting

400.4 Special Assignments

A. Faculty

1. Carla Cadwalader, Assistant Professor, WVC, Child Care Workforce Grant, effective May 23, 2022.

B. Classified

1. Trina Dunkel, Interim Coordinator of Financial Aid, DO/WVC, effective May 23, 2022.

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

400.6. Resignation Ratifications

A. Administrative

1. Andrea Puckett, Program Director of Financial Aid, DO, effective June 1, 2022.

B. Professional, Non-Faculty, Exempt

1. Jamie Carman, Director of Advising & Retention, LTC, effective May 27, 2022.
2. Pamela Schell, Program Director, Adult Ed, FCC, effective May 21, 2022.

C. Classified

1. Holly Burns, TRIO Upward Bound Counselor, DO/WVC, effective May 10, 2022.

400.7. Retirement Ratification

A. Professional, Non-Faculty, Non-Exempt

1. Jane Owen, Coordinator of Financial Aid, DO/WVC, effective July 1, 2022.

Board Action: Student Trustee Raechel Hnetkovsky made a motion to approve the Personnel Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 - “Collective Bargaining”: None.

AGENDA #15 - “Litigation”: None.

AGENDA #16 - “Other Items”: None.

AGENDA #17 - “Adjournment”: – Trustee Roger Browning made a motion to adjourn. Trustee Brady Waldrop seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 7:44 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

None.

Agenda Item #7

**Policy Second Reading
None.**

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Renewal of Property, Casualty & Liability Insurance Coverage

MEMORANDUM

TO: Board of Trustees
 FROM: Ryan Gower
 DATE: June 21, 2022
 RE: Renewal of Property, Casualty, and Liability Insurance Coverage

The District’s insurance coverage for property, casualty, and liability is due July 1, 2022. The administration has been in ongoing discussions with the District’s broker, AssuredPartners, concerning renewal of the District’s coverage. AssuredPartners sought proposal from several carriers to provide quotes for the 2022-23 fiscal year. However, due to coverage gaps, exclusions, and certain underwriting concerns, are recommending Wright Specialty. For the expiring term, primary coverages have been with Hanover. A full quote was also provided by Liberty Mutual.

The following table outlines the proposed premiums:

Coverage	7/1/21-7/1/22 Expiring Term Premium	7/1/22-7/1/23 Hanover Proposal	7/1/22-7/1/23 Wright Specialty Premium	7/1/22-7/1/23 Liberty Mutual Premium
Property	\$ 108,486.00	\$ 130,024.00	\$ 95,318.00	\$ 129,991.00
General Libability	\$ 59,136.00	\$ 66,846.00	\$ 58,623.00	\$ 96,722.00
School Board Legal & Employment Practices Liability	\$ 22,893.00	\$ 29,377.00	\$ 38,754.00	\$ 18,180.00
Inland Marine	\$ 4,098.00	\$ 4,230.00	\$ 10,544.00	Included in Property
Commercial Auto & Garagekeepers Liability	\$ 67,716.00	\$ 50,292.00	\$ 39,660.00	\$ 46,618.00
Commercial Umbrella Liability	\$ 36,074.00	\$ 41,614.00	\$ 35,300.00	\$ 50,890.00
Crime	\$ 5,289.00	\$ 5,289.00	\$ 1,221.00	\$ 4,157.00
Workers Compensation - Encova	\$ 70,151.00	\$ 95,967.00	\$ 95,967.00	\$ 95,967.00
Student Professional Liability - CNA	\$ 9,601.00	\$ 6,220.00	Included in GL	\$ 6,220.00
Student Accident - Chubb	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Cyber Liability - TriSura Specialty	\$ 16,759.00	\$ 30,998.00	\$ 30,998.00	\$ 30,998.00
Multimedia Liability - Axis	\$ 3,223.00	\$ 4,031.00	\$ 4,031.00	\$ 4,031.00
Fiduciary Liability - Chubb	\$ 1,684.00	\$ 1,684.00	\$ 1,684.00	\$ 1,684.00
International Package - AIG	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Professional Liability - Gemini	N/A	\$ 6,326.00	\$ 6,326.00	\$ 6,326.00
	\$ 408,110.00	\$ 475,898.00	\$ 421,426.00	\$ 494,784.00

I ask the Board to accept the proposal submitted by Wright Specialty and authorize AssuredPartners to begin binding coverage for Wright Specialty and all other policies as noted in the table above.

RG/akb

Agenda Item #8B

FY2023 Budget Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 21, 2022
RE: Fiscal Year 2023 Budget Resolution

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

The Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for August 16 at Frontier Community College, and states that the budget will be adopted by the Board on August 16, 2022, following the hearing.

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

RG/akb

Attachment

BOARD OF TRUSTEES
RESOLUTION
BUDGET FISCAL YEAR 2023

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 2023 fiscal year:

1. Date of Fiscal Year: July 1, 2022 – June 30, 2023.

2. Publication of Notice of Public Hearing on Budget: On or before June 24, 2022.

3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after June 24, 2022.

4. Public Hearing on Budget: August 16, 2022, at the hour of 6:15 p.m. local time, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois 62837.

5. Adoption of Budget: August 16, 2022, following the Public Hearing.

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

_____	_____ June 21, 2022 _____
Chairman, Board of Trustees	Date

_____	_____ June 21, 2022 _____
Secretary, Board of Trustees	Date

Agenda Item #8C

Tentative Budget Approval FY23

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 21, 2022

RE: Tentative Budget for Fiscal Year 2023

Annually, the District must publish a tentative budget for public inspection for a minimum of thirty days. Following approval by the Board, the District will display the tentative budget from June 22nd through August 16th, when a public hearing will be held to review any changes and the Board's determination on adoption of the final budget. The tentative budget will be effective July 1, 2022, through June 30, 2023.

The Fiscal Year 2023 tentative budget was provided to the Board under separate cover. The budget has undergone review by each of the college administrators, the Strategic Engagement Council, and by the Chancellor and CFO. It is the best representation of the anticipated and planned revenues and expenses of the District for the upcoming fiscal year.

The District has multiple funds that are reported within the tentative budget. The Educational and Operations & Maintenance Funds are known as the operating funds. Much of the focus of the tentative budget is on the operating funds of the District as the two funds account for most of the day-to-day activities. These two funds account for the academic, administrative, and facilities of the District. The tentative budget also contains multiple special revenue funds that account for receipt of restricted funds, such as bond issuances, property taxes (other than Educational and Operations & Maintenance), auxiliary units, and various state and federal grants awarded to the District or applied for and anticipated within the fiscal year. For the '22-'23 fiscal year the overall revenues of the District come from the following sources:

Local, including property taxes	16.7%
State Grants, restricted and unrestricted	26.3%
Federal Grants	26.0%
Tuition & Fees	23.8%
Sales & Services and Other Sources	7.2%

There is a considerable level of capital investment included in the tentative budget for the year-ended June 30, 2023. The overall budgeted expenditures related to capital outlay total \$13.7 million as it is anticipated progress will be made on the various Capital Development Board projects. The overall expenditures of the District come from the following functions:

Salaries	32.2%
Employee Benefits	6.5%
Contractual Services	8.2%
Supplies	6.6%
Travel	1.3%
Fixed Charges, including bond payments	4.5%
Utilities	1.9%
Capital Outlay	20.1%
Other	1.4%
Student Grants & Waivers	17.3%

As with past budget practices, the tentative budget is designed to provide sufficient flexibility to address the needs of the District throughout the course of the fiscal year. However, the budget reflects the commitment to provide for the most efficient and effective use of institutional resources. The tentative budget is based on information available at the time of publication. Any revisions to this budget will be identified specifically prior to the presentation of a final budget for board consideration on August 16, 2022. I ask the Board of Trustees' approval of the tentative budget as presented.

RG/akb

Agenda Item #8D

Building and Maintenance Fund Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 21, 2022

RE: Building and Maintenance Fund Resolution

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

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

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

RG/akb

Attachment

Agenda Item #8E

Inter-Fund Loans Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 21, 2022

RE: Inter-Fund Loans Resolution

During each fiscal year, it is not uncommon for transfers to be made between existing funds to meet obligations of the District.

Each fiscal year, in lieu of making permanent transfers between funds, the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans are for the purpose of meeting the ordinary and necessary expenditures of the district.

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during Fiscal Year 2023, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2023.

RG/akb

Attachment

BOARD OF TRUSTEES

RESOLUTION

INTER-FUND LOANS

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2023, 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 2023, 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, 2023.

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

June 21, 2022

Chairman, Board of Trustees

Date

June 21, 2022

Secretary, Board of Trustees

Date

Agenda Item #8F

Working Cash Fund Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 21, 2022
RE: Working Cash Fund Resolution

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

The Treasurer of the District has or will transfer approximately \$80,000 from the Working Cash Fund to the General Fund prior to June 30, 2022.

Only interest is transferred, and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. As of June 30, 2022, the Working Cash Fund principal is \$6,315,000.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$80,000 Working Cash Fund interest to the General Fund on or before June 30, 2022.

RG/akb

Attachment

BOARD OF TRUSTEES
RESOLUTION
WORKING CASH FUND

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2022;

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 \$80,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2022.

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

Chairman, Board of Trustees

June 21, 2022
Date

Secretary, Board of Trustees

June 21, 2022
Date

Agenda Item #8G
Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 21, 2022
RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills incurred in June, but invoiced in July, as expenses for Fiscal Year 2022. By July 30 all accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

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

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

RG/akb

Agenda Item #8H
Lease Agreements

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 21, 2022

RE: Lease Agreements

The following leases are submitted for Board consideration and action:

1. IECC/LTC Storybrooke Pre-K (Regional Office of Education #12) Lease – The lease began on September 18, 2019 and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to May 31, 2023, at \$2,160 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. IECC/SIU School of Medicine – The lease is for office space at Olney Central College and includes 120 square feet of office and common space which includes break room, restrooms, and conference room for facilitation of the Center of Rural Health and Social Service Development through Southern Illinois University’s School of Medicine. Pursuant to Section #5 of the lease, SIU Medicine has exercised their fourth and final option to renew this lease. The current lease period is July 1, 2022, through June 30, 2023. The lease provides for rent at \$125 per month.
3. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2022, through June 30, 2024, at the current monthly rent of \$225.00.
4. IECC/Twin Rivers Lease – The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. The lease term is being extended to June 30, 2023, at the monthly rent of \$225.
5. 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, Illinois. Lease term is for one (1) year from October 6, 2022, to October 5, 2023. Additionally, the agreement automatically renews for four (4) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term.

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

1. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive, Mt. Carmel, Illinois. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. This lease period is being renewed for five years, commencing July 1, 2020, and will expire June 30, 2025.
2. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas, and electric service to the Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2025, under the current lease agreement.
3. 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.
4. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976, to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013, for thirty years to June 30, 2043, at a cost of \$30.00 for the thirty-year period.
5. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009, for twenty years to August 17, 2029.
6. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton's Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2019, through June 30, 2024.
7. IECC/Wabash Telephone Cooperative – The lease is for the placement of an upright communications cabinet and communications equipment on approximately 25 square feet of space inside the Telecommunications Switch Room. The lease also provides approximately 100 square feet of ground on the property for an antennae tower structure. Wabash Telephone Cooperative is responsible for maintenance and repair of the property placed at the site. This agreement shall commence on August 1, 2019 and shall continue

thereafter for an initial term of ten (10) years. This agreement shall automatically renew for three (3) five (5) year terms.

8. IECC/FCC and Fairfield Park District of Fairfield, Illinois – Intergovernmental Agreement between IECC/FCC and Fairfield Park District of Fairfield, Illinois, as amended by Board action on January 14, 2015, for the Lease, Operation and Use of a certain softball diamond at Southwest Park, Fairfield, Illinois through the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessors.

RG/akb

Attachments

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

1. The Lease Agreement entered into this 1st day of August 2022 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education 12 Preschool Program), whose address is 103 W. Main St, Olney, IL 62450 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of three classrooms in the Industrial Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 4,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2022, through May 31, 2023, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand One Hundred Sixty Dollars (\$2,160.00) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE

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

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

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

LESSEE: Regional Office of Education #12

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

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its: Ryan Gower, Chancellor
CORPORATE SEAL

WITNESS:



June 7, 2022

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

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

Dear Mr. Ranes:

Southern Illinois University hereby exercises its option to renew the lease for 120 gross square feet of space located at 305 N. West Street, Olney, IL, pursuant to Section #5, "Renewal Option," of University Lease No. 501371-1265 entered into by and between IECC/Olney Central College and the Board of Trustees of Southern Illinois University for and on behalf of its School of Medicine. In accordance with this written notice, the lease is extended for one (1) year, beginning July 1, 2022 and ending June 30, 2023 under the terms and conditions contained in the lease.

Following review and signature, please return one copy of this written notice in the return envelope provided. Thank you for your assistance.

Sincerely,

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

IECC/OLNEY CENTRAL COLLEGE

By: Daniel Mahony/Shannon Reed
Shannon Reed
Director of Procurement Services
SIU School of Medicine, for
Daniel F. Mahony, President
Southern Illinois University

By: _____
Rodney Ranes
President
IECC/Olney Central College
305 N West St
Olney, IL 62450

Date: 6/7/2022

Date: _____



March 26, 2020

Mr. Rodney Ranes

President

IECC/Olney Central College

305 N. West Street

Olney, IL 62450

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

Dear Mr. Ranes,

Southern Illinois University hereby exercises its option to renew the lease for 120 gross square feet of space located at 305 N. West Street, Olney, IL, pursuant to Section #5, "Renewal Option," of University Lease No. 501371-1265 entered into by and between IECC/Olney Central College and the Board of Trustees of Southern Illinois University. In accordance with this written notice, the lease is extended for one (1) year, beginning July 1, 2020 and ending June 30, 2021 under the terms and conditions contained in the lease.

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

Sincerely,

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

By: _____

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

By: _____

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

Date: _____

Date: _____

UNIVERSITY LEASE NO. 501371-1265

LEASE

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

WITNESSETH:

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

2. TERM. The initial term of this Lease shall be for a period of 12 months, said term to begin on July 1, 2018 and continue in full force and effect through June 30, 2019 as provided herein. Lessor agrees that Lessee's obligation to make payments under this Lease is limited and solely restricted to nonappropriated funds which are received and retained by Lessee in its own treasury and only available for expenditures by Lessee in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall Lessee be obligated to expend funds appropriated to Lessee by the State of Illinois to make payments under this Lease.

3. PURPOSE. The purpose of this Lease is the lawful use of the above described premises for the operation of the SIU School of Medicine but no other purpose without the prior written consent of Lessor, which shall not unreasonably be withheld. Breach of this paragraph shall be considered a default, and if not cured by Lessee within a reasonable period of time (not to exceed 60 days) after receipt of notice of such default, Lessor shall have the right to terminate this Lease upon notice hereof.

4. RENTAL PAYMENT. Lessee covenants and agrees to pay to the Lessor beginning July 1, 2018 as rent for the Demised Premises during the term, as described in Exhibit A, and by the following:

A. Base Rent. For the initial period beginning July 1, 2018 and ending on June 30, 2019, the sum of One Thousand Five Hundred dollars (\$1,500.00).

B. Rental Payments. Rental due under this Lease shall be payable in equal monthly payments of One Hundred Twenty Five dollars (\$125.00) for approximately 120 square feet.

5. RENEWAL OPTION. Provided that this Lease is in full force and effect, and that Lessee is not in default hereunder, Lessee shall have the option to renew this Lease for four 1-year terms, beginning July 1, 2019. The rent for these renewal terms shall be calculated as described in Exhibit A. Rental shall be payable monthly for each renewal term. All other terms and conditions of this Lease shall apply to the renewal terms. Lessee may exercise the option to renew this Lease by giving to Lessor written notice of Lessee's election to exercise this renewal option at least ninety (90) days prior to the expiration of the current term.

6. MAINTENANCE AND REPAIRS.

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

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

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

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

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

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

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

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

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

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

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

E. Change the size, use, shape or nature of any such common areas, provided such change does not deprive Lessee of the substantial benefit and enjoyment of the premises. So long as Lessee is not thus deprived of the substantial use and benefit of the

premises, Lessor will also have the right at any time to change the arrangement or location of, or to regulate or eliminate the use of, any concourse, parking spaces, garage, or any elevators, stairs, toilets or other public conveniences in or about the building, provided such disclosure does not deprive Lessee of the substantial benefit and enjoyment of the premises.

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

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

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

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

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

Lessor shall deliver a certificate to Lessee evidencing the aforesaid insurance coverage carried by Lessor prior to the beginning of the Lease term. Lessor shall give Lessee at least thirty (30) days' advance written notice prior to cancellation of any of the aforesaid insurance. In the event Lessor fails to maintain the required insurance, Lessee may terminate this Lease or may obtain

alternate insurance and deduct the premium and all associated costs thereof from the rental under this Lease. In the event Lessee terminates this Lease, Lessee shall be entitled to the rebate of a pro rata share of any advance rental payments. Lessee may obtain and maintain any other insurance that Lessee desires on the demised premises or on the personal property thereon at the expense of Lessee.

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

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

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

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

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

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

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

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

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

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

TO LESSEE: THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
SIU School of Medicine
Attention: Gary P. Pezall, P.E.
Capital Planning and Service Operations
P.O. Box 19614
Springfield, IL 62794-9614

or to such other addresses as a party may establish by prior written notice to the other.

14. NON-WAIVER OF RIGHTS. Failure of Lessor or Lessee to exercise any rights hereunder or enforce any covenants of this Lease in any instance shall not constitute a waiver of such rights in any other instance.

15. HOLDING OVER. In the event that Lessee holds over beyond the end of the term of this Lease, said holding over shall not constitute a renewal of the term, and Lessee shall thereafter be a month-to-month tenant in accordance with the terms and conditions of this Lease in effect immediately prior to expiration of the original Lease term, but in any event such hold over shall not last longer than 6 months.

16. SUCCESSORS AND ASSIGNS. This Lease shall be binding on the respective parties hereto and their successors and assigns.

17. GOVERNING LAW. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

18. ENTIRE AGREEMENT. This Lease constitutes the entire understanding between Lessor and Lessee, and any amendment hereto shall be in writing and duly signed by both Lessor and Lessee.

19. NO PARTNERSHIP. Lessor shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Lessee or any party associated with Lessee in the conduct of its business or otherwise.

20. ACCEPTANCE OF PREMISES. Lessee has examined the said premises before taking possession, and Lessee's entry into possession without objection shall constitute conclusive evidence that as of the date thereof the Demised Premises were clean, in good order and repair and in satisfactory condition, subject to any work that Lessor may be required to perform in the Demised Premises prior to the Effective Date, and subject to any latent defects.

21. WASTE AND TRASH REMOVAL. Lessor shall at all times keep the interior of the premises clean, neat and in an orderly condition and will not make or suffer any waste on the premises.

22. DESTRUCTION.

A. If the Premises are damaged by fire or other casualty and cost of restoration, as estimated by Lessor, will equal or exceed 50% of the replacement value of the Premises, then no later than the 30th day following the occurrence of the damage either Lessor or Lessee may terminate this Lease by giving the other written notice. But regardless of the amount of damage, if Lessor notifies Lessee that Lessor will restore the Demised Premises and Lessor commences repairs in good faith, then Lessee will have no right to terminate this Lease. Lessee shall surrender possession of the Demised Premises on the termination date and the parties shall apportion the rent as of the date of termination. Lessor shall repay any rent paid by Lessee for any period beyond the date the damage occurred.

B. If this Lease is not terminated under Section 22.A., then, to the extent that insurance proceeds are available to Lessor therefore, Lessor shall restore the Demised Premises to its condition immediately preceding the occurrence of the damage to the extent possible, with reasonable promptness, subject to delays beyond Lessor's reasonable control and delays in the making of insurance settlements, and Lessee will have no right to terminate this Lease. Notwithstanding anything to the contrary in this Section 22, if Lessor is unable to restore the Demised Premises to its condition immediately preceding the occurrence of the damage within 90 days after the occurrence of the damage, then Lessee may terminate this Lease by giving Lessor written notice of termination. Lessee, not Lessor, shall restore fixtures, equipment, furniture and other personal property owned by Lessee. If Lessee is unable to use the Demised Premises for its intended use as the result of a fire or other casualty, the rent will be abated on a per diem basis until the Premises is able to be used for its intended purpose. If Lessee is able, in Lessee's reasonable judgment, to use any portion of the Demised Premises for its intended

purpose, the rent will be abated on a per diem basis for the pro rata portion of the Premises which Lessee is unable to use because of such damage.

If the Demised Premises shall be partially damaged by any casualty insurable under the Lessee's insurance policy, Lessor shall be entitled to receive all insurance proceeds, and Lessor, upon receipt of the insurance proceeds, shall repair the same and the minimum rent shall be abated proportionately as to the portion of the Demised Premises rendered untenable during the period it remains untenable. If the Demised Premises (i) by reason of such occurrence are rendered wholly untenable, (ii) the building or the Demised Premises should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (iii) if the building is damaged to such an extent that the Demised Premises cannot in the sole judgment of Lessor be operated for the purposes for which it is intended and such damage is caused by any casualty insurable under the Lessee's insurance policy, Lessor shall be entitled to receive all insurance proceeds, and Lessor, upon receipt of the insurance proceeds, then in such event, Lessor may either elect to repair the damage or may cancel this Lease with the Lessee by notice of cancellation within thirty (30) days after such event and thereupon this Lease shall expire, and Lessee shall vacate and surrender the Demised Premises. The Lessee's liability for rent shall cease upon the termination of this Lease. In the event Lessor elects to repair the damage insurable under Lessee's policies, any abatement of rent shall end five (5) days after notice by Lessor to Lessee that the Demised Premises have been repaired. If the damage is caused by the negligence of Lessee or its employees or agents, there shall be no abatement of rent.

If Demised Premises shall be completely damaged or destroyed, this Lease shall terminate effective on the date of such damage or destruction.

23. SURRENDER OF PREMISES. Lessor shall have the right to require Lessee to remove all or part of Lessee's remodeling and renovation or leave such remodeling and renovation in place upon the Demised Premises upon any termination of this Lease. The Lessee will yield to Lessor the Demised Premises together with all remodeling, renovation and repair work done by Lessee which Lessor requires to remain and all additions thereto except Lessee's medical or surgical fixtures and equipment, at the termination of the tenancy in good and tenantable condition as remodeled, reasonable wear and tear, damage by fire or other casualties and condemnation appropriation by eminent domain excepted.

24. HAZARDOUS ACTIVITIES. Lessor warrants that as of the Effective Date, Lessor has not used the property nor any portion thereof for the production, release or disposal of hazardous or toxic wastes or material as defined by any federal, state or local law, ordinance or regulation relating to environmental conditions. Lessee covenants that it shall not generate, store, handle or otherwise deal with hazardous or toxic waste, substance or material in the Demised Premises in violation of any applicable environmental laws. Lessor, with respect to activities other than for which Lessee is obligated hereunder, and Lessee with respect to those matters for which it is obligated hereunder shall each comply with and perform all the obligations of Federal and Illinois environmental disclosure and clean-up requirements applicable to it and all obligations of a transferor.

25. COMPLETE AGREEMENT OF PARTIES. This Lease contains the complete agreement among the parties with reference to the leasing of the property.

26. INDEMNIFICATION. To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, Lessee hereby covenants and agrees that it shall indemnify and hold harmless Lessor from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees, and damages, both real and alleged, arising out of any failure of Lessee to comply with the material terms of this Lease, or the negligent acts and omissions of Lessee and its employees, acting within the scope of their employment, in connection with this Lease, provided that said claims have not been caused in whole or in part by an act or omission of the Lessor. The parties agree that all claims against University are subject to the Illinois Court of Claims Act (705 ILCS 505 /et seq./). Lessor hereby covenants and agrees that it shall indemnify and hold harmless Lessee from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees, and damages, both real and alleged, arising out of any failure of Lessor to comply with the material terms of this Lease or the negligent acts or omissions of Lessor and its employees, agents, and servants in connection with this Lease or the premises, provided that said claims have not been caused in whole or in part by an act or omission of the Lessee.

27. REMEDIES OF LESSOR.

A. Payment of Money. In the event that Lessee should fail to pay after thirty (30) days' prior written notice thereof to Lessor by registered or certified mail, return receipt requested or service of such notice to cure each violation, after the same shall become due and payable, any of the monthly or other payments or installments or rents reserved or any other payment of money herein required to be made; or

B. Abandonment. If Lessee vacates or abandons the premises while at the same time not paying any rent when due hereunder; or

C. Non-Monetary Defaults. If Lessee shall fail to keep or shall violate any other covenants, promises, conditions, stipulations or agreements herein contained, and required on the part of the Lessee to be kept and performed, and if any such failure or violation shall have continued for a period of thirty (30) days, or such additional time, if any, reasonably necessary in the exercise of Lessee's best commercial diligence, to promptly and diligently cure the default, after the Lessor shall have given written notice by registered or certified mail, return receipt requested or service of such notice to cure each violation or failure then Lessor, at its option may terminate this Lease and re-enter the Demised Premises by summary proceedings or otherwise, expel Lessee and remove all property therefrom and add the cost thereof to the rentals to be paid hereunder, in which event such cost shall be due and payable at the next rental payment due date for the minimum monthly rental as set forth under the terms of this Lease, and Lessee shall remain liable for the equivalent of the amount of all rent reserved herein, less the avails of reletting, if any, after deducting therefrom the reasonable cost of obtaining possession of the Demised Premises, and any repairs and alterations necessary to prepare them for reletting.

28. TERMINATION.

A. Lessor, upon written notice to Lessee, may terminate this Lease if this Lease terminates or expires or Lessee takes or fails to take any action under this Lease that gives rise to the right of Lessor to exercise the remedies of Lessor under this Lease.

B. Lessor may terminate this Lease, upon written notice to Lessee, if Lessee breaches a material provision of this Lease, and such breach continues for 30 days after Lessee receives written notice of the breach from Lessor. This 30-day period shall be extended for such additional period of time as may reasonably be necessary to cure such breach, if such breach, by its nature, cannot be cured within 30 days, provided that Lessee commences to cure such breach within such 30-day period and continues diligently to effect such cure until completed.

C. If Lessee defaults in the payment of any installment of Rent when due, Lessor shall give written notice of such default to Lessee and if the same is not cured within thirty (30) days, Lessor may, if Lessor so elects, but not otherwise, either forthwith terminate this Lease and Lessee's right to possession of the premises or, without terminating this Lease, forthwith terminate Lessee's right to possession of the premises.

D. If Lessee defaults in the prompt and full performance of any other provision of this Lease and if, within thirty (30) days after written demand is made by Lessor, such default is not remedied, or prompt and full performance is not accomplished by Lessee, or Lessee has not promptly instituted and is not vigorously pursuing such remedies as are necessary to rectify such default, or if Lessee abandons and stops paying rent on the premises, then and in any such event, Lessor may, if Lessor so elects, but not otherwise, forthwith terminate this Lease and Lessee's right to possession of the premises or without terminating this Lease, forthwith terminate Lessee's right to possession of the premises.

E. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession, vacate the premises, and remove Lessee's personal property and equipment at the expiration of the applicable term, if Lessee so elects, and delivers possession of the premises to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the premises in such event with process of law, and to repossess Lessor of the premises as of Lessor's former estate and to expel or remove Lessee and any others who may be occupying or be within the premises and to remove any and all property therefrom using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to damages or any other right given to Lessor hereunder or by operation of law. Notwithstanding any other provisions set forth in this paragraph, Lessor agrees to abide by the requirements of the Forcible Entry and Detainer Statutes of the State of Illinois.

F. Upon any termination of Lessee's right to possession only, without terminating this Lease, Lessor may, at Lessor's option, enter into the premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as in subparagraph (d) above, without such entry and possession terminating this Lease or releasing Lessee, in whole or part, from Lessee's obligation to pay Rent hereunder for the full lease term. If Lessor relets the premises, or any portion thereof, any proceeds from such reletting shall first be applied against the cost and expenses of reletting the premises including, but not limited to, all brokerage, advertising, legal, alteration, and other reasonably necessary expenses incurred to secure a new tenant for the premises. If the consideration collected by Lessor upon any such reletting for Lessee's account after payment of the expenses of reletting the premises is not

sufficient to pay monthly the full amount of the Rent reserved in this Lease, Lessee shall pay to Lessor the amount of each monthly deficiency as it becomes due upon demand.

G. If either party should default under the terms of this Lease and such default is not cured in accordance with the terms hereof, the non-defaulting party shall be entitled to all reasonable costs, charges, expenses and attorneys' fees incurred by the non-defaulting party in connection therewith.

H. Lessee may terminate this Lease, upon written notice to Lessor, if Lessor breaches a material provision of this Lease, and such breach continues for thirty (30) days after Lessor receives written notice of the breach from Lessee. This thirty (30) day period shall be extended for such additional period of time as may reasonably be necessary to cure such breach, if such breach, by its nature, cannot be cured within thirty (30) days, provided that Lessor commences to cure such breach within such thirty (30) day period and continues diligently to effect such cure until completed.

I. Lessee, or Lessor, may terminate this lease without cause with mutual agreement between parties with 90 days prior written consent.

29. WAIVER OF BREACH. No waiver of any breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such or any other covenant or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof by either party.

30. CORPORATE AUTHORITY. This Lease is executed by the Lessee pursuant to authority given by its Board of Trustees.

31. TIME OF ESSENCE. Time shall be the essence of this Lease.

32. EQUAL EMPLOYMENT OPPORTUNITY. The Equal Employment Opportunity Clause, attached hereto as Exhibit D shall be a material part of this Lease.

33. LEGAL COMPLIANCE. Nothing in this Lease shall be construed as an offer or payment by one party to the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending or arranging the purchase, lease, or order of any item or service. The parties intend and agree that all amounts paid under this Agreement are intended to reflect, and do reflect fair market value for the services rendered. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

34. DISCLOSURE UNDER CORRUPT PRACTICES ACT. The "Disclosure under the Corrupt Practices Act" forms completed by Lessor and attached hereto as Exhibit E, shall be a material part of this Lease.

35. COMPLIANCE WITH LAW. To the extent applicable, Lessor hereby gives written assurance that it will comply with, and will cause its affiliates to comply with all United States export control laws and regulations governing the exports and re-exports of technical data or commodities made under this Lease, including, but not limited to, the U.S. Department of Commerce's Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. Lessor bears sole responsibility for any violation of

such laws and regulations by itself or its affiliates, and that it will indemnify, defend and hold Lessee harmless for the consequences of any such violation.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

RECOMMENDED BY:

LESSEE:

Jerry Kruse, MD, MSPH
Dean and Provost
SIU School of Medicine

Carlo Montemagno
Chancellor
Southern Illinois University

APPROVED BY:

LESSOR:

LESSEE:

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

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

Signature

Dr. Randy J. Dunn
President

Gary Carter

Printed Name

Southern Illinois University

Chairman, IECC Board of Trustees

Title

Date: _____

06-19-2018

Date: _____

RENTAL PAYMENTS

Year	Lease Period	Gross Sq. Ft.	Cost Per Month	Total Payment
Initial Term	7/1/18 – 6/30/19	120	\$125.00	\$1,500.00
Renewal Options:				
Year #1	7/1/19 – 6/30/20	120	\$125.00	\$1,500.00
Year #2	7/1/20 – 6/30/21	120	\$125.00	\$1,500.00
Year #3	7/1/21 – 6/30/22	120	\$125.00	\$1,500.00
Year #4	7/1/22 – 6/30/23	120	\$125.00	\$1,500.00

EXHIBIT B

FACILITY USAGE BY SQUARE FEET

Room No.	<u>DESCRIPTION</u>	Total Sq Feet
	Office Space	120

EXHIBIT C

DESCRIPTION OF PREMISES

EXHIBIT D

STATE OF ILLINOIS CERTIFICATIONS

By executing this Contract Lessor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:

1. Equal Employment Opportunity. The Lessor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 2-105 of the Illinois Human Rights Act is incorporated herein. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Lessor agrees to incorporate this clause into all subcontracts under this Contract, and agrees to comply with the provisions of the Equal Employment Opportunity clause attached hereto as Exhibit E.
2. Educational Loan Default; Debt Delinquency. If the Lessor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3). Neither Lessor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
3. Criminal Convictions. Lessor has not been barred from contracting as a result of conviction of any of the following crimes: bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state; bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a)); felony committed by any officer, director, partner or other managerial agent of Lessor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
4. Employment Vacancies. Lessor certifies that, for the duration of this contract it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is

for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

5. Inducement to Refrain from Bidding. Lessor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Lessor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
6. Employment of Former State Officers or Employees. Lessor is not in violation of the “Revolving Door” prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).
7. Membership in Discriminatory Clubs. Lessor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
1. Certain Service Contracts (does NOT apply to contracts for professional or artistic services). If this is a service contract as defined in 30 ILCS 500/25-80, Lessor (i) will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract. This certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Lessor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
2. Printing Services. If this Contract includes printing services in any amount, Lessor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
3. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) or by the labor of any child under the age of 12 (30 ILCS 584/10).

4. International Boycott (applies to contracts which exceed \$10,000). Neither Lessor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
5. Steel Products. If steel products to be used or supplied for the “construction, reconstruction, alteration, repair, improvement or maintenance” of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).
6. Lead Poisoning Prevention Act (410 ILCS 45). If Lessor is the owner of residential buildings in Illinois, Lessor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
7. Collection of Illinois Use Tax. Neither Lessor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
8. EPA Violation. Lessor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
9. Drug Free Workplace (applies to contracts which exceed \$5,000). If Lessor employs 25 or more employees, Lessor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Lessor is an individual, Lessor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
10. State Board of Elections Registration. Lessor is either (1) not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160).
11. Legal Entity Authorized to Do Business in Illinois (does not apply to Lessors who are sole proprietors). Lessor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
12. Conflict of Interest. Lessor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Lessor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to

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

13. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Lessor to the University in University's vendor registration process is true and correct.
14. Audits. As required by 30 ILCS 500/20-65, Lessor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Lessor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.
15. Medicare/Medicaid and Other Federal Debarments. Neither Lessor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Lessor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Lessor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Lessor's employees and agents. See the following websites: <https://www.sam.gov/portal/SAM/##11> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Lessor becomes excluded during the life of this Contract.
16. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
17. IITAA Compliance (applies only to information technology contracts). Lessor acknowledges that all information technology, including electronic information, software, systems and

equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).

18. The Contractor agrees that the University's obligation to make payments under this Agreement is limited and solely restricted to non-appropriated funds which are received and retained by the University in its own treasury and only available for expenditures by the University in support of certain activities in accordance with Legislative Audit Commission University Guidelines. In no event shall the University be obligated to expend funds appropriated to the University by the State of Illinois to make payments under this Agreement. The Contractor agrees and understands that the University may terminate this Contract, without penalty, if funds are not appropriated by the State of Illinois, or any division thereof, or are reduced in such an amount, or funds are otherwise unavailable, such that the University cannot fulfill the terms of this Contract. The Contractor shall be paid for services provided up to the effective date of termination. (30ILCS 500/20-60(b))

19. Payment will be made upon satisfactory completion of all services, reports and/or other deliverables specified herein. Interest for any payment not made within sixty (60) days after satisfactory completion of services, reports, and/or other deliverables, shall be calculated as provided for under the Prompt Payment Act, 30 ILCS 540/.

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

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

EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

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

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

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

12. The Lease Agreement entered into this 1st day of July 2022 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
13. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known at 305 Northwest St. Room 208 A, Olney, Illinois 62450, and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
14. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2022, through June 30, 2024, and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
15. The LESSEE shall pay the LESSOR a total not to exceed Five-Thousand, Four-Hundred Dollars (\$5,400.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
16. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
17. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
18. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.

19. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
20. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
21. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least One Million Dollars (\$1,000,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
22. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

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

LESSEE: C.E.F.S. Economic Opportunity Corporation

1805 South Banker Street
Effingham, IL 62401-0928

By: _____
Its: Kevin Bushur, Chief Executive Officer

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its:

LEASE AGREEMENT
BETWEEN
TWIN RIVERS REGIONAL VOCATIONAL SYSTEM
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of July 2022, between the Illinois Eastern Community Colleges whose address is 233 East Chestnut Street, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 11220 State Highway 1, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.

2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.

3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2022, through June 30, 2023, and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.

4. The LESSEE shall pay the LESSOR a total not to exceed Five Thousand Four Hundred Dollars (\$5,400.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.

5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.

6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.

7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alterations or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.

10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.

11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

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

LESSEE: Twin Rivers Vocational System

11220 State Highway 1
Robinson, IL 62454

By: _____
Its: Troy Hickey

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut Street
Olney, IL 62450

By: _____
Its: Dr. Ryan Gower, Chancellor

WITNESS:

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

6. TRANSFER OF INTEREST/ASSIGNMENT.

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

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

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

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

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

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

8. DEFAULT.

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

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

9. INDEMNIFICATION.

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

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

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

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

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

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

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

13. DUTIES OF TENANT. Tenant agrees:

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

14. DUTIES OF LANDLORD. Landlord agrees:

- 14.1. To permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.
- 14.2. To allow installation of an electrical meter accessible to the Equipment.
- 14.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof. Permitting any use which Tenant does find to interfere with Tenant's operations will constitute a breach of this Agreement.

- 14.4. To notify Tenant in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.65 GHz, and 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Allowing the use or signing a subsequent lease that would allow use of these frequencies and bands will constitute a breach of this Agreement.

15. REGULATORY COMPLIANCE.

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

16. MISCELLANEOUS.

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.
- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.
- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term "Confidential Information" means the existence and terms and conditions of this Agreement, and all non-public information about the disclosing party's business or activities, which shall include all business, financial, technical, and other information of such party. Notwithstanding the foregoing, Confidential Information will not

include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

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

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

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

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

Tenant:

Skybeam, LLC dba Rise Broadband

Landlord:

Illinois Eastern Community Colleges/ Wabash Valley College

By: _____

Name: Nancy C. Hankins

Title: VP, Procurement and Contracts

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LEASE

The agreement is made this 16th day of June 2020, between Wabash Valley College Foundation (“Lessor”) and Illinois Eastern Community College District #529 (“Lessee”).

Lessor leases to Lessee approximately 1,600 square feet of interior space on the ground floor of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange for which the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of five years, commencing on July 1, 2020 through June 30, 2025.

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

President
Wabash Valley College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

Adopted this 16th day of June 2020

Adopted this 16th day of June 2020

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

LEASE

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

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2025.

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

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

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

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

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

President
Frontier Community College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

Adopted this 16th day of June 2020

Adopted this 16th day of June 2020

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

FACILITIES LICENSE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensor's Representative: _____

Licensee's Representative: _____

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

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

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lease Agreement

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

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

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

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

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

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

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

or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.

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

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

Notary Public

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____
Its Chairman

ATTEST:

Its Secretary
“LESSEE”

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

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

Given under my hand and notarial seal this ____day of _____, A.D. 2013.

Notary Public

LEASE

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

ILLINOIS EASTERN
COMMUNITY
COLLEGE DISTRICT NO. 529

By: _____

IECC Board Chairman

ATTEST:

IECC Board Secretary

City of Olney Mayor

ATTEST:

City of Olney Clerk

LESSEE:

CITY OF OLNEY, ILLINOIS

By: _____

AGREEMENT

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

RECITALS:

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

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

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

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

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

1. In lieu of a cash rental, Lessee agrees to mow the outfields of the baseball and softball fields and maintain the baseball and softball infield spaces. Lessee shall also maintain the fences and spray so that weeds are controlled.
2. Lessor agrees to provide water and electricity sufficient to provide a maintenance of the baseball and softball fields.
3. Lessor hereby grants to Lessee, and its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement.
4. **Term: Termination.** This Agreement shall commence on July 1, 2019, and shall continue thereafter for an initial term of five (5) years. Notwithstanding, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days' notice to Lessor.
5. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default, then the other

Party may upon written notice terminate this Agreement.

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

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

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

Lessor:

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

Lessee:

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

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

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

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

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

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

LESSOR:

LESSEE:

ILLINOIS EASTERN COMMUNITY COLLEGE

BRITTON'S BULLPEN

By: _____

By: _____

Name: _____

Name: Phillip Britton

Title: IECC Board Chairman

Title: _____

AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days' notice to Lessor.

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

L. Indemnification.

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

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

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

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

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

WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

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

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

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

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

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

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

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

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

Lessor:

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

Lessee:

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

S. **Assignment.** Notwithstanding anything to the contrary contained in this Agreement, Lessee shall not have the right to assign all or any part of its interest in this Agreement to any other person or entity, without the express prior written consent of Lessor; *provided, however*, upon prior written notice to Lessor, Lessee shall be permitted to assign its rights and obligations under this

Agreement to a person or entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise, or to any person or entity which is directly or indirectly (through one or more subsidiaries) Controlled by, Controlling or under common Control with Licensee (an “*Affiliate*”). “*Control*” means: (i) holding fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; or (ii) ownership of at least fifty percent (50%) of the voting power or voting equity of such entity; or (iii) having sole or shared management of a general partner or member of such entity; or (iv) regardless of the percentage ownership interest held, having the ability to appoint a majority of the board of directors, managers or other governing body of such entity or otherwise direct management policies of such entity by contract or otherwise.

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

U. **Miscellaneous.**

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

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

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

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

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

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

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

term, or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

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

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

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

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

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

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

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

LESSOR:

LESSEE:

WABASH TELEPHONE COOPERATIVE, INC.

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made as of January 14, 2015, by and between Illinois Eastern Community Colleges District No. 529/Frontier Community College, hereinafter referred to as Frontier and the Fairfield Park District of Fairfield, Illinois, a unit of local government, located in Fairfield, Illinois, hereinafter referred to as the Park District.

WITNESSETH:

WHEREAS, the Park District, as Lessee holds two leaseholds expiring December 31, 2022, unless sooner cancelled by the Lessors, covering three softball/baseball diamonds located at Southwest Park, Fairfield, Illinois, and this agreement concerns the middle softball diamond; and

WHEREAS, the parties hereto are desirous of developing said softball diamond for the mutual benefit of the students of Frontier and the residents of the Park District as a recreational facility; and

WHEREAS, the Park District has made numerous improvements to the softball diamond to accommodate the requirements of Frontier for college level softball and Frontier has agreed to reimburse the Park District for these improvements; and

WHEREAS, the parties have agreed to these improvements and hereby agree that the improved softball diamond shall continue to be leased and managed by the Park District pursuant to the terms of this Agreement:

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

WHEREAS the parties have determined that it is in the best interests of the students of Frontier and the residents of the Park District, for the parties to enter into this Agreement with respect to the modification and improvement of the softball diamond and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

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

1. Modifications Required by Frontier for College Level Usage of the Softball Diamond

Frontier shall, at its sole expense, make all necessary changes to the softball diamond to comply with college requirements. Said changes shall be agreed to and made in cooperation with the Park District. The Park District and Frontier have agreed upon a basic list of required changes and such changes have been made as agreed. Frontier agrees to pay for these modifications. Once the softball diamond modifications have been fully executed, Frontier

shall assume sole responsibility for the maintenance and upkeep of the softball diamond as contained within the existing fencing, and including such fencing and related poles. Frontier and the Park District agree to discuss and mutually agree upon development of any improvements beyond and outside of the existing fence, including but not limited to, bleachers, structures, and signage. It is anticipated that such improvements will be done at the expense of Frontier.

2. Scheduling and Shared Use of the Softball Diamond

Priority shall be given to the use of the softball diamond by Frontier. Use of the softball diamond shall be scheduled between the designated representative of the Park District and the designated representative of Frontier. The Park District and Frontier shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. Frontier shall have staff in attendance at Frontier usage for purpose of supervision when the softball diamond is used for Frontier purposes. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of Frontier with regard to such issue shall be final, but Frontier shall give due deference to the Park District in decisions. All other disagreements are covered by paragraph 7 of this agreement.

3. Liability Insurance and Indemnification

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

The Park District agrees to defend, indemnify and hold harmless Frontier, its officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of the Park District's use of the facility and by the general public of the facility, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of Frontier.

Frontier agrees to defend, indemnify, and hold harmless the Park District, its Commissioners, officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of Frontier's use of the facility, when scheduled for use by Frontier, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of the Park District.

4. Terms of Agreement

This Agreement shall be effective upon execution hereof by both of the parties hereto after approval by their respective governing boards and shall continue for the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessor's. Unless either party notifies the other within the last year of this agreement, this agreement shall terminate at the date specified. If neither party exercises its right of termination or extension of the initial term or of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the Park District.

5. Binding Effect

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

6. Amendment

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

7. Arbitration

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

8. Notices

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

If to the Park District:

Board Chairman
Fairfield Park District
Fairfield, IL 62837

If to the College:

Chief Executive Officer
233 East Chestnut Street
Olney, IL 62450

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

9. Severability

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

10. Waiver of Performance

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

11. Governing Law and Exclusive Jurisdiction

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

12. Authority of Officers

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

FAIRFIELD PARK DISTRICT, FAIRFIELD, ILLINOIS, A UNIT OF LOCAL GOVERNMENT

BY: _____
Board Chairman

ATTEST: _____
Board Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____
Board Chairman

ATTEST: _____
Board Secretary

Agenda Item #8I

Affiliation Agreements

- **Deaconess Hospital, Inc.- Henderson, KY location**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 21, 2022
RE: Affiliation Agreements

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

IECC wishes to enter a non-Standard clinical agreement with the following:

- Deaconess Hospital, Inc.- Henderson, KY location

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

RG/sc

AFFILIATION AGREEMENT BETWEEN
METHODIST HEALTH, INC. D/B/A DEACONESS HENDERSON HOSPITAL
AND
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

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

THIS AFFILIATION AGREEMENT (“Agreement”) is made as of the 21 day of June, 2022 (“Commencement Date”) by and between Illinois Eastern Community College District # 529 (“Educational Entity”), and Methodist Health, Inc. d/b/a Deaconess Henderson Hospital, a Kentucky nonprofit corporation located in Henderson, Kentucky (“Deaconess”) (Deaconess and Educational Entity sometimes hereinafter referred to individually as a “Party” and collectively as “Parties”).

WITNESSETH:

WHEREAS, Deaconess Health System, Inc. (“DHS”) is a regional nonprofit health care system that owns and operates health care facilities and clinics in Southern Indiana, Southern Illinois and Western Kentucky (the “Tri-State Region”) and whose purpose is to provide needed medical services to citizens in the Tri-State Region through its affiliates; and

WHEREAS, Deaconess is an affiliate of DHS and operates health care facilities in the Tri-State Region; and

WHEREAS, Educational Entity implements a clinical educational opportunity, or an observational opportunity, for participating students and faculty members (each are individually a “Student” and collectively “Students”) enrolled in those programs listed on Exhibit A, attached hereto and made a part hereof (this Agreement shall apply to each program listed and each program is hereinafter the “Program”); and

WHEREAS, for the mutual benefit of each Party hereto, Educational Entity and Deaconess desire to provide for the training and preparation of Students enrolled in a Program, using for training purposes the facilities and personnel of Deaconess, subject to the terms hereof.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

Section 1. Duration and Review. The term of this Agreement shall be for a one (1) year initial term, commencing on the Commencement Date and concluding on the date that is one (1) year thereafter, and this Agreement shall automatically renew thereafter for additional one (1) year terms until terminated in writing by either party upon ninety (90) days’ prior written notice to the other party. In the event of termination of this Agreement, any Students then currently enrolled in a Program shall be given the opportunity to complete the Program for the then current placement.

Section 2. Mutual Covenants. The Parties mutually agree to the following:

(a) The Students shall at all times be deemed to be students of Educational Entity and in no circumstances shall be deemed as or otherwise permitted to be students, employees, agents, contractors, or affiliates of Deaconess during their participation in the Program. In addition, Students are exempt from and shall have no claim under this Agreement or otherwise against Deaconess for injuries related to workers’ compensation, disability, unemployment insurance benefits or employee benefits of any kind.

(b) Deaconess reserves the right to require Educational Entity to suspend or remove any Student immediately from Deaconess's premises because of unsatisfactory work or violation of Deaconess's policies, procedures, standards, facilities, confidentiality requirements or code of ethics; provided, however, that Deaconess may immediately remove from Deaconess's premises any Student who poses an immediate threat or danger to patients, staff, visitors of the premises or the public or whose immediate removal is in the best interest of patient care and treatment.

(c) Prior to any Program participation at Deaconess, each Student shall be responsible for completing and providing to Deaconess and Educational Entity documented evidence of compliance with the following requirements:

- (i) Certificate of health from physician stating that Student is in good health, free of communicable diseases, and capable of performing assigned duties;
- (ii) Documentation of tuberculosis testing as follows: Results within the past twelve (12) months of a negative T-spot test, a negative PPD skin test or a negative QuantiFERON TB Gold blood test provided to Deaconess within a reasonable time prior to Program participation and thereafter every year during this Agreement. Student must also complete any TB testing or forms required by the applicable Deaconess department.
- (iii) Documentation of MMR immunity either by serologic titer or documentation of two (2) MMR vaccines given on or after age twelve (12) months of age.
- (iv) Reliable history of chicken pox or documentation of two (2) live chicken pox vaccinations.
- (v) Documentation, including dates, of hepatitis B series vaccination or a signed declination.
- (vi) Documentation of influenza vaccination during flu season every year during this Agreement.
- (vii) A documented criminal background check that meets Deaconess's requirements.
- (viii) Satisfactory evidence of urinalysis drug screen indicating that Student is negative for the presence of illegal drugs or the abuse of prescription or non-prescription drugs in accordance with Deaconess's Drug Free Work Place Policy.
- (ix) Documentation of instruction in and signed patient confidentiality (HIPAA) agreement.
- (x) Documentation of instruction in accordance with OSHA guidelines in the proper handling and cleanup of blood and other precautions related to blood borne pathogens and infection control.
- (xi) Any other vaccinations, immunizations, documentation or health records requested by Deaconess.

Educational Entity shall be responsible for verification of each applicable requirement by each Student prior to Program participation and shall maintain documentation of compliance by each Student for the duration of the Program. Deaconess shall receive documented evidence of compliance prior to Program participation, and thereafter, Educational Entity shall provide copies or verification to Deaconess upon request. Deaconess shall not be liable in the event a Student who is not immune becomes infected with any diseases as a result of their association with Deaconess.

(d) Each Party hereto shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other. Therefore, each Party agrees to indemnify and hold the other Party, its officers, directors, servants, agents and employees, as applicable, harmless from and against all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorney's fees, regardless of the outcome of such claim or action) arising out of or related to any act or omission of the offending Party or its officers, directors, agents, or employees (including Students) related to the performance of this Agreement, including, but not limited to, personal injury, death, property damage or destruction and breach of patient confidentiality by any Student, employee, agent or servant of Educational Entity and any claims asserted by employees or students of one Party against the other Party for personal injuries sustained or allegedly sustained on the premises while engaged in activities pursuant to this Agreement. Each Party agrees to provide the other Party written notice of any such claim or action within thirty (30) days after receiving notice thereof or after it has knowledge of any other damage, loss or expense incurred by them resulting from the above acts or omissions.

(e) Neither Party will discriminate against any applicant or Student in nomination, selection or training because of religion, sexual orientation, gender, race, creed, disability, national origin, age or any other federal, state or local prohibition.

(f) Each Party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.

(g) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Deaconess or Educational Entity.

Section 3. Covenants of Educational Entity. Throughout the term hereof, Educational Entity agrees to perform or cause to be performed the following covenants:

(a) Notify Deaconess at least sixty (60) days prior to the beginning of each Program of the number of students it desires to place at Deaconess. Deaconess shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline.

(b) Direct and maintain primary responsibility for administration of the Program, including, but not limited to, selection and assignment of Students to the Program, curriculum development, grading requirements for matriculation, credits, scheduling and clinical hours and shall provide general supervision of the Students.

(c) Provide to Deaconess the names and phone numbers of faculty/liasons or Educational Entity contact person responsible for the general supervision of the Students.

(d) Provide to Deaconess a description of the expected clinical educational experience, including applicable activities and objectives for the Program, roles for the clinical experience, and clinical department assignments.

(e) Prior to Program participation, cause the Students to participate and receive an orientation to Deaconess and, if applicable, the Deaconess department(s) in which the clinical education experience is received.

(f) Provide instruction to the Students on the importance of respecting the confidential and privileged nature of all information which may come to their attention concerning patients and the records of Deaconess and its patients. Such instruction will include warnings that the disclosure of patient medical records and information to any person

can result in civil and criminal liability under Title V of the federal Gramm-Leach-Bliley Act, the federal Health Insurance Portability and Accountability Act (HIPAA) and the federal and state laws implementing regulations under such statutes (collectively, the "Privacy Laws"). Patient medical records and other personal information encountered by the Student during the educational experience are protected by such Privacy Laws. Access to patient records and other personal information by the Student is limited to those data necessary for the educational experience and the Program requirements. All protected health information must be held in confidence and any information referenced for educational purposes must be anonymous (unidentifiable as to patient), in compliance with the Privacy Laws and no way traceable to the specific individual. Educational Entity agrees that a Student's breach of Privacy Laws or Deaconess's policies concerning confidentiality shall be grounds for discipline by Educational Entity, including dismissal from the Program and/or removal from Deaconess's premises.

(g) Prior to Program participation, cause the Students to become thoroughly familiar with all applicable personnel, policies, procedures, standards, facilities, confidentiality requirements and code of ethics applicable to Deaconess and abide by the same.

(h) Inform Students that they are responsible for their own meals, lodging, transportation, uniforms (as applicable), laundry and health insurance for the assignment.

(i) Ensure that each Student has in force a medical insurance policy on themselves during the term of the assignment and provide documentation of the same to Deaconess prior to Program participation.

(j) Require each Student to provide liability insurance coverage for professional malpractice with a limit of one million dollars (\$1,000,000) per occurrence and a limit of three million dollars (\$3,000,000) annual aggregate, provided, however, such insurance coverage for each Student in the Program may be provided by the Educational Entity's insurance coverage. The parties acknowledge that professional liability insurance may not be required for those Students that will not have patient contact. Deaconess shall make the final determination whether professional liability insurance is necessary for a particular Program. Educational Entity shall provide documentation of the appropriate liability insurance to Deaconess prior to Program participation.

(k) Require each Student to provide the items as set forth in Section 2(c).

Section 4. Covenants of Deaconess. Deaconess agrees to perform or cause to be performed the following covenants through the term hereof:

(a) Accept Students in the Program for which placement has been mutually reviewed, planned and arranged with Educational Entity.

(b) Provide to the Students and Educational Entity the name and telephone number of the liaison for Deaconess.

(d) Retain responsibility for health care and related duties and services provided to its patients.

(e) Make daily (or as necessary to meet mutually acceptable Program goals) assignments for clinical experiences of the Students compatible with Program requirements.

(f) Maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor permitted to perform services in lieu of staff employees.

(g) Use best efforts to arrange for emergency care of Students in case of accident or illness. Student shall be responsible for all costs and expenses associated with such care.

Section 5. Miscellaneous.

(a) This Agreement shall be interpreted, governed and construed according to the laws of the Commonwealth of Kentucky.

(b) Neither Party hereto shall assign its rights or delegate its duties to any other person or entity without the prior written consent of the other Party hereto.

(c) This Agreement is intended to be formed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of the Agreement and the application of such provision to the other party or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(d) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and it is understood and agreed that all undertakings and agreements heretofore between the Parties with respect to the subject matter of this Agreement are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns. This Agreement may only be modified by a subsequent written agreement executed by all Parties hereto.

(e) All terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, shall so survive.

(f) All notices hereunder shall be in writing and mailed to each Party at the following address:

Educational Entity

Illinois Eastern Community College District #529

233 East Chestnut Street
Olney, IL 62450

Attn: Assistant Dean of Academic Services

Deaconess

Deaconess Hospital, Inc.
600 Mary Street
Evansville, IN 47747

Attn: In-House Counsel

(g) It is understood and agreed that this Agreement is not intended and shall not be construed or deemed to create or confer any right or benefit to any person not a party hereto. The relationship between Educational Entity and Deaconess shall be considered as one between independent contractors and not as a joint venture or partnership.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date set forth above.

**ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529**

**METHODIST HEALTH, INC. D/B/A
DEACONESS HENDERSON
HOSPITAL**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Clinical undergraduate degree and certificate programs

Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

June 21, 2022

Wabash Valley College

1. WVC Main Hall Roof Repair

TO: Board of Trustees

FROM: Bid Committee

DATE: June 21, 2022

RE: WVC Main Hall Roof Repair

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

The Bid Committee recommends not accepting the bid received from Kieffer Brothers Construction Company, Inc. for a total of \$123,351.

Wabash Valley College Main Hall Roof Repair	
Company	Bid
Kieffer Brothers Construction Company, Inc. Mt. Carmel, IL	\$123,351

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Wabash Valley College.

Source of Funds: Protection, Health, and Safety Funds.

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

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

INVITATION TO BID

FROM: Nicholas Knapp

DATE: May 12, 2022

RE: Bidding – Wabash Valley College Main Hall Roof Repair

You are invited to submit a bid for the Wabash Valley College Main Hall Roof Repair. Specifications are included on the attached sheets. Any questions concerning this bid request should be addressed to Nicholas Knapp at 618.393.2982 or by email bids@iecc.edu.

Bids must be marked **“WABASH VALLEY COLLEGE MAIN HALL ROOF REPAIR SEALED BID”**. Bids should be sealed and submitted in duplicate and received in the office of Ryan Gower at the following address, no later than **2:00 p.m., June 6, 2022**, at which time there will be a public bid opening held.

Ryan Gower
Illinois Eastern Community Colleges
233 E. Chestnut Street
Olney, Illinois 62450

Illinois Eastern Community Colleges accepts electronic bids for items other than construction purposes. Bids for construction purposes are prohibited from being submitted electronically by district policy and by state law.

Electronic bid submissions will not be accepted for this invitation to bid.

FACSIMILE BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

No decision will be reached until the monthly meeting of the Board of Trustees, which will be held **June 21, 2022**.

The Board of Trustees, Illinois Eastern Community Colleges, reserves the right to waive any technicalities or irregularities and also to reject any or all proposals.

Illinois Eastern Community Colleges will award bids based upon the lowest responsible bidder considering conformity with specifications, terms of delivery, quality, and serviceability.

If any additional materials or services other than those specified are offered, they should be listed as an attachment to the bid.

Illinois Eastern Community Colleges does not discriminate on the basis of race, color, religion, sex, age, disability, or national origin.

Illinois Eastern Community Colleges will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

Prevailing Wages:

Illinois Eastern Community Colleges is a unit of local government, and as such, any contract for public works is subject to the Illinois Prevailing Wage Act. The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed under contract for public work. It is the vendor's responsibility to bid all work pursuant to laws and regulations outlined in the Illinois Prevailing Wage Act.

Suspension & Debarment:

Illinois Eastern Community Colleges is a non-federal entity subject to 2 CFR 200.213. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

NK/akb
Attachment

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for Wabash Valley College Main Hall Roof Repair shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:00 p.m. local time, on Monday, June 6, 2022, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

PRE-BID MEETING

A pre-bid meeting is scheduled for Wednesday, May 18, 2022, at 1:00 p.m. at Wabash Valley College, 2200 College Drive, Mount Carmel, IL 62863, Main Hall – Room 101. A walk through of the proposed project area will take place as part of the pre-bid meeting. Any questions concerning anything contained herein should be directed, in writing, to Nicholas Knapp, Construction Project Manager, at 233 E. Chestnut, Olney, IL 62450. Questions may also be submitted to bids@iecc.edu. Please include WABASH VALLEY COLLEGE MAIN HALL ROOF REPAIR in the subject line of any inquiry. The deadline for questions is 2:00 p.m., Tuesday, May 31, 2022.

METHOD OF BIDDING

Bids should include all items bid as one contract price. Bidders shall examine all documents contained herein. Failure to do so will not relieve a successful bidder of his obligation to provide all labor, materials, training, and support necessary to carry out the provision of his contract for the sum stated thereon. Each bidder, by submitting a bid represents that they have received, read, and understand the bidding documents.

Bids should include a complete listing of materials to be used. Include copies of the manufacturer's recommended maintenance procedures. Include in your bid, a detailed outline of how you propose to complete the scope of work.

SCOPE OF WORK

The scope of this bid is to repair 6 areas (approximately 300 total square feet not including vertical curb flashing area) of the existing approximately 12,100 square foot built-up ballasted roof system, new membrane flashing up and over (2) two pairs of existing Mitsubishi City Multi VRFS HVAC unit curbs, and membrane flashing up to a new termination bar a minimum of 12" above roof surface on (2) two Aeon HVAC unit curbs as per the roofing system manufacturer's requirements on Wabash Valley College Main Hall, which is a two-story building. The roof repair shall include removal and replacement of insulation shown to be wet (approximately 300 total square feet) in the infrared roof moisture survey included in this invitation to bid. The north pair of Mitsubishi City Multi VRFS HVAC unit curbs are approximately 24' long x 8" wide each. The south pair of Mitsubishi City Multi VRFS HVAC unit curbs are approximately 15' long x 8" wide each. The north Aeon HVAC unit curb is approximately 4' x 12'. The south Aeon HVAC unit curb is approximately 10' x 4'.

So that the Mitsubishi HVAC unit curbs can be properly flashed, (11) Mitsubishi City Multi VRFS HVAC units shall be removed from the curbs/roof. The scope shall include all work required to temporarily decommission the HVAC units as required to remove the existing units from the roof and safely and securely store the units at ground level for reinstallation after roof repairs are completed. This work shall include but is not limited to recovering and storing existing refrigerant, disconnecting all lines/piping, disconnecting electrical systems, disconnecting communication/control wiring and line voltage, removing connection systems connecting the units to the curbs, etc. as required to remove Mitsubishi systems from the roof. The scope shall include any and all equipment and operator(s) as required to properly and safely lift the HVAC units from the roof. All (11) Mitsubishi City Multi VRFS HVAC units shall be reinstalled to their original location and have all utilities reconnected to their previous working condition fully functional and operational after the roof repairs have been completed. Mitsubishi certified personnel shall review the equipment after reinstallation and approve installation prior to restarting the equipment. Roof repair and flashing materials and methods shall be like material and product of existing roof and shall be compatible with the existing roof system(s). Minimum one (1) year material/parts and one (1) year labor warranty must be included as part of the bid.

All work shall comply with all applicable Federal, State, and local codes.

The contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

An infrared roof moisture survey has been included in this Invitation to Bid as additional information available to bidders. This survey provides photographic documentation as well as a narrative to illustrate the extent of the current moisture issue. The survey was completed April 1, 2022, on the Wabash Valley College Main Hall building located in Mount Carmel, Illinois.

Work for this project must be completed between **August 1, 2022, and August 15, 2022.**

QUALIFICATION OF BIDDERS

Contractors wishing to submit a bid shall be experienced in the trades and operations necessary to complete the scope of work. In addition to the base bid, all interested bidders are to submit a statement of qualification, with a minimum of three references as evidence of successful project work of a similar scope and nature. This statement of qualifications and references will be used as a basis for ensuring all bidders have the technical capabilities.

PREPARATION OF BIDS

All bids must be submitted on the bid form contained herein. Bids shall be delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

Bid submissions should detail all materials included as part of bid.

METHOD OF BID EVALUATION

The IECC Board of Trustees reserves the right to reject all bids or parts of bids, and to waive informalities therein. Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

INSURANCE

The successful bidder will be required to furnish a certificate of insurance, naming Illinois Eastern Community Colleges as an additional insured, in the following amounts:

1. Workers' Compensation	Statutory Limits
2. Employer's Liability	\$500,000
3. Comprehensive General Liability & Property Damage including: a. Personal Injury Liability b. Blanket Broad Form Contractual Liability c. Independent Contractors d. Products and Completed Operations	\$500,000 combined single limit
4. Automobile Liability	\$1,000,000 combined and single limit
5. Owner's and Contractor's Protective Liability Insurance to protect the Owner and Architect, their agents, consultants, and employees from contingent responsibility and liability arising from work performed under the contract.	\$1,000,000
6. Umbrella Liability	\$3,000,000

SALES TAX

Retailers Occupational Sales Taxes **are not** applicable for this project.

PREVAILING WAGE

Illinois Eastern Community Colleges is a unit of local government, and as such, any contract for public works is subject to the Illinois Prevailing Wage Act. The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed under contract for public work. It is the bidder's responsibility to bid all work pursuant to laws and regulations outlined in the Illinois Prevailing Wage Act.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

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

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

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

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

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

BID FORM

Following Board approval, bids will be awarded on June 21, 2022.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MOUNT CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

MATERIALS \$ _____

LABOR \$ _____

TOTAL BID \$ _____

ESTIMATED TIME TO COMPLETE IN DAYS _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

Infrared Diagnostics, Inc.

1238 Cooper Drive
Lexington, Kentucky 40502
(859) 321-3935

Infrared Survey

**Wabash Valley College
Mount Carmel, IL**

PROJECT: Roof Moisture Detection Survey
SURVEY DATE: 4/1/22

I hereby certify that the above listed project was surveyed by myself or under my direction and that the enclosed photographs, data, and analysis are the result of this survey.

**Stephen Ehrler
Certified Thermographer**

SUMMARY PAGE

An INFRARED ROOF MOISTURE SURVEY was completed on the **Wabash Valley College** located in Mount Carmel, Illinois on 4/1/22. The total square footage of the roof areas surveyed is approximately **12,100** square feet.

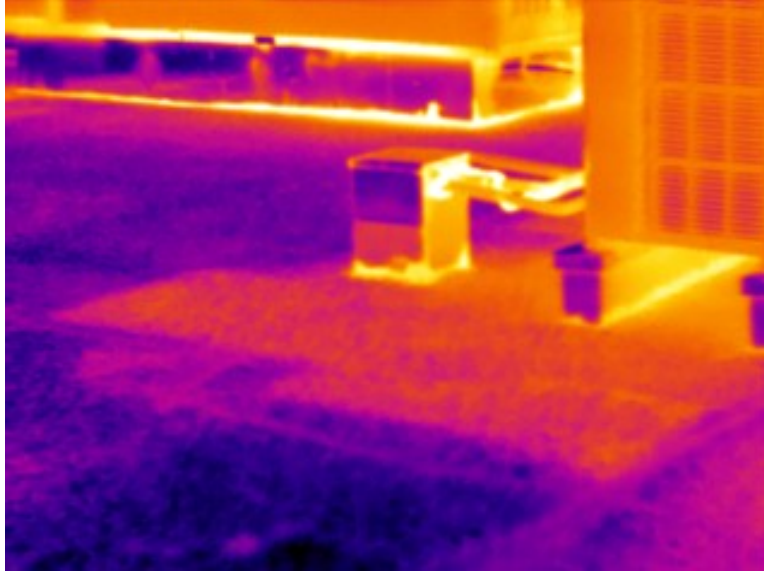
In the course of the survey **six** areas of wet insulation were detected, totaling **286** square feet or approximately **2.36%** of the roof area surveyed. The wet areas were marked on the surface of the roof in blue paint and have been plotted on the drawing, which is included in this report.

Four thermograms were taken in order to document a representative sample of the wet areas that were detected. These images have been included with this report and are accompanied by corresponding visual light photos and a brief description of the wet areas. The drawing in this report denotes the location of the thermograms and wet areas detected in the survey. A breakdown of the areas of wet insulation is included below.

BREAKDOWN OF WET INSULATION

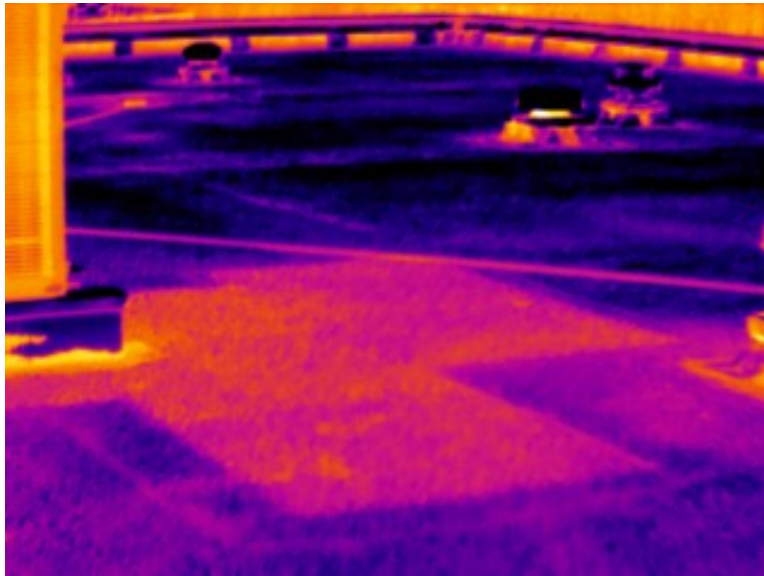
Sq. Ft. Surveyed	Wet Area #	Sq. Ft. Wet	%
12,100	1	67	
	2	15	
	3	135	
	4	34	
	5	3	
	6	32	
12,100		286	2.36

Thermogram #1



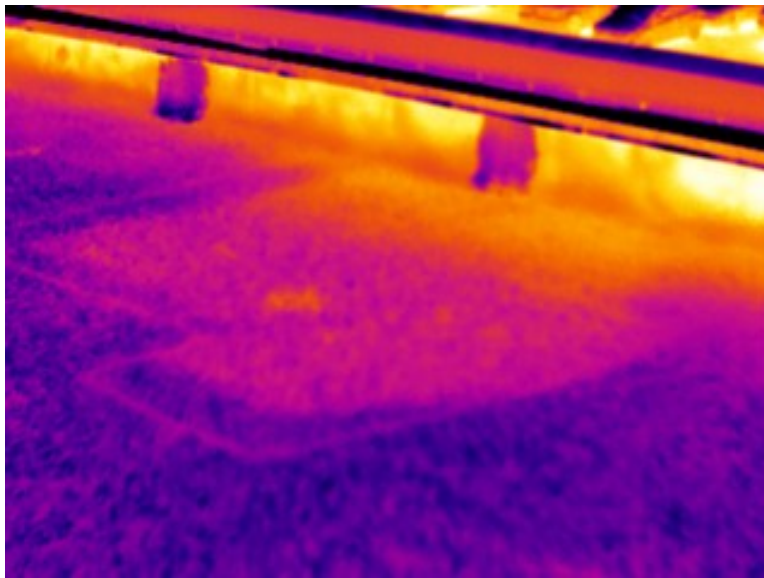
Wet Area #1: The brighter area appearing on the surface of the roof depicts moisture laden insulation. There is a distinct difference between wet and dry insulation visible in this infrared image.

Thermogram #2



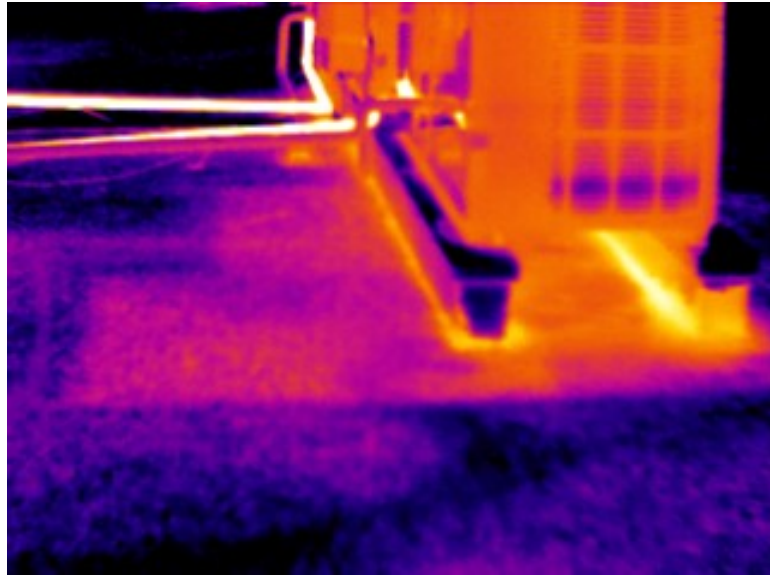
Wet Area #3: The distinct board pattern of wet insulation indicates that the insulation is saturated in this area.

Thermogram #3

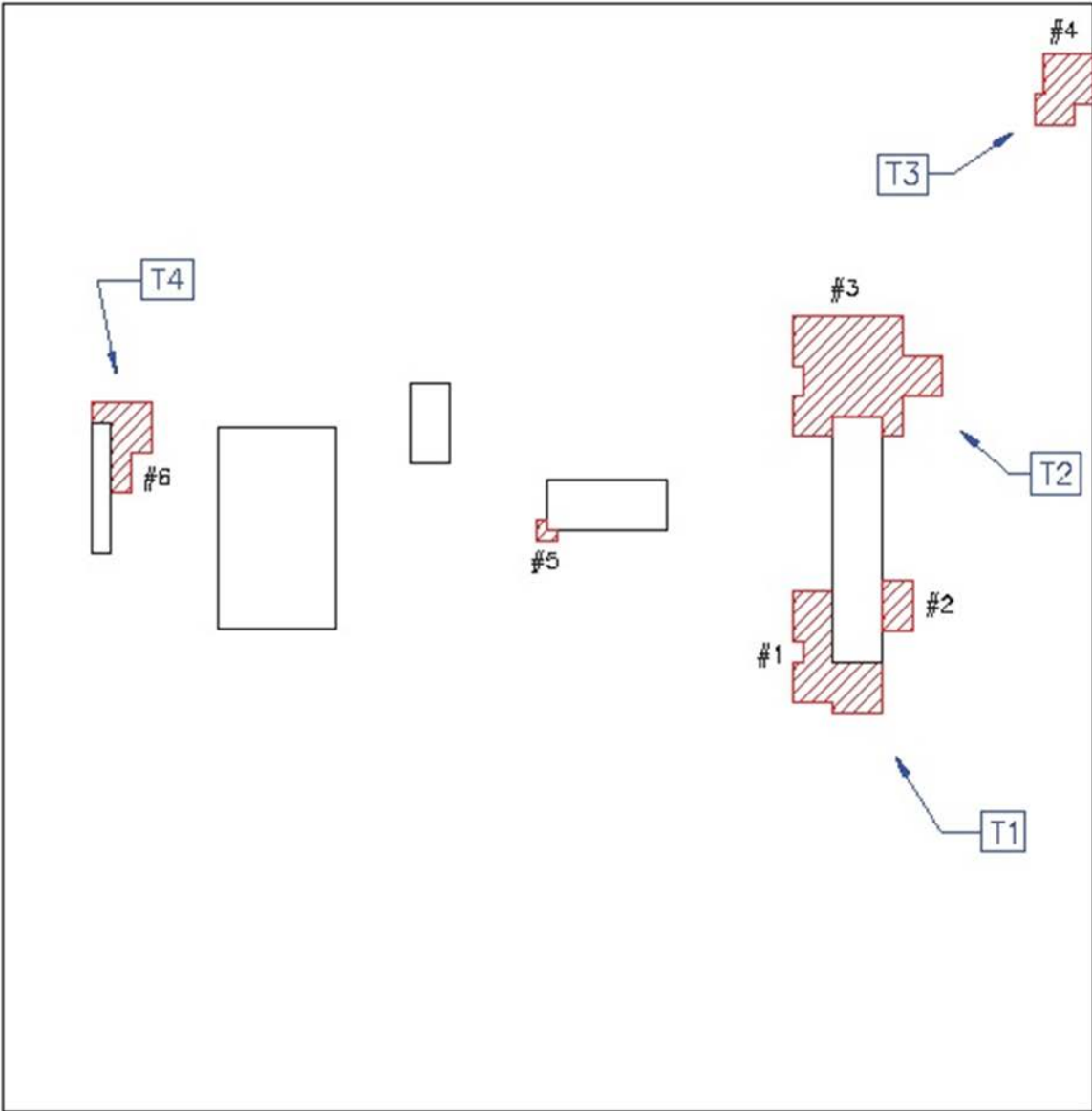


Wet Area #4: This wet area was detected along the front roof edge. There were six separate wet areas detected in the course of the survey.

Thermogram #4



Wet Area #6: Sub-surface moisture was detected around these air handling unit curbs.



ADDENDUM #1

DATE: May 19, 2022

RE: Bidding – Wabash Valley College Main Hall Roof Repair

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project, issued to bid May 12, 2022, as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT AS AN ATTACHMENT WITH THEIR BID FORM.**
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.
- C. Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:
 - 1. **ITEM #1 – SCOPE OF WORK** As discussed during the Pre-Bid Meeting, the following portion of the scope of work shall be modified and added to as follows: Mitsubishi City Multi VRFS HVAC unit curbs, ~~and~~ membrane flashing up to a new termination bar **and counterflashing** a minimum of 12” above roof surface on (2) two Aeon HVAC unit curbs, **and membrane flashing up to a new termination bar and counterflashing a minimum of 12” above roof surface on the approximately 1’x1’ utility termination box near the northeast pair of Mitsubishi units’ curbs** as per the roofing system manufacturer’s requirements
 - 2. **ITEM #2 – PRE BID MEETING MINUTES** See attached Pre-Bid Meeting Minutes, dated May 18, 2022. These shall be included as a part of this addendum.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____

End of ADDENDUM #1

Thank you,
Nicholas Knapp
Construction Project Manager
Illinois Eastern Community Colleges

Attachments: Pre-Bid Meeting Minutes, dated May 18, 2022

PRE-BID MEETING MINUTES

DATE: May 18, 2022

RE: Bidding – Wabash Valley College Main Hall Roof Repair

Attendees:

Juan Reyes	Hi-Tech Sheet Metal	812-499-2634	juan@hi-techsm.com
Harold Crackel	Kieffer Brothers Construction	618-262-5206	harold@kiefferbros.net
Adam Roesch	Wabash Valley College (WVC)		
Nicholas Knapp	Illinois Eastern Community Colleges		

The following information represents the authors understanding of the items discussed during the above referenced meeting. Should your understanding differ, please contact the author immediately at bids@iecc.edu, otherwise these minutes will be assumed correct.

1. The meeting began with introductions and a meeting sign-in sheet being distributed to the attendees.
2. It was indicated that bids are due Monday, June 6, 2022, by 2:00 p.m. at Illinois Eastern Community Colleges District #529, 233 East Chestnut Street, Olney, IL 62450 as indicated in the Invitation to Bid.
3. Bids shall be submitted to the attention of Ryan Gower.
4. The bid form shall be filled out completely.
5. It was indicated that bidders shall submit a preliminary schedule with bid.
6. In discussion concerning the bid form “estimated time to complete” that bidders shall submit the time as calendar days, not business/workdays.
7. Base bids must be in accordance with bidding documents. Exceptions may be reviewed as voluntary alternates and shall only be provided as an additional attachment to the “**BID FORM**”.
8. Illinois Eastern Community Colleges District #529 is tax exempt. Additional information will be distributed to awarded contractor.
9. The bid form indicates that all bids are valid for 30 days.
10. The project schedule was discussed. It was noted that the Invitation to Bid indicates that work for this project must be completed between **August 1, 2022, and August 15, 2022.**
11. An updated schedule will be required promptly after award of project.
12. Schedule of values will be required promptly after award of project.
13. It was indicated that policy and procedure permits will be required during this project such as Crane Work Permit, Hot Work Permit, Lock-out Tag-out, Fall Protection.
14. Site access, project area, general materials/equipment/waste, dumpster location was discussed. Provided that all work is complete between August 1, 2022, and August 15, 2022, a contractor provided dumpster will be allowed in the parking area in front of Main Hall building. It was indicated that the only roof access from within the building is a wall mounted ladder on the second floor of the building and a roof hatch. All materials, equipment, waste, tools etc. would be expected to be raised and lowered from the

exterior of the building. The work site, including around the dumpster, shall be kept clean and free of debris at all times.

15. It was indicated that request for information (RFI) shall be written and in a consistent form that is able to be tracked numerically from one to the next. The RFI shall be sent to IECC from the Prime Contractor.
16. It was indicated that any proposal request and/or change orders shall also be submitted in a consistent form that is able to be tracked numerically from one to the next. The proposal request and/or change orders shall be sent to IECC from the Prime Contractor.
17. It was indicated that lien waiver(s) and certified payroll shall be submitted with invoices/application and certificate for payment.
18. The Invitation to Bid scope of work was reviewed. During this review it was noted that the Invitation to Bid indicates that the contractor shall provide Mitsubishi certified personnel that shall review the equipment after re-installation and approve installation prior to restarting the equipment. It was indicated that a particular "Mitsubishi certified personnel" is not required, but Wabash Valley College has used AC Systems Incorporated (Kurt Trostel, ktrostel@acsystemsinc.net, 314-569-1000, 11724 Adie Road, Maryland Heights, MO 63043) in past for these HVAC systems.
19. In response to discussion, it was indicated that Wabash Valley College does not have a particular roofing vendor, but Garland Roofing (Aaron Hauser, ahauser@garlandind.com, 270.748.0325) and Martin Roofing (info@martinroof.net, 618-537-6101, 405 N. Madison Lebanon, IL 62254) have expressed interest in this project. It was indicated that Martin Roofing recently completed comparable repairs on the roof of another building at Wabash Valley College.
20. It was indicated that any subsequent questions to this meeting shall be submitted in writing to Nicholas Knapp no later than 2:00 p.m. on Tuesday, May 31, 2022, at bids@iecc.edu as indicated in the Invitation to Bid.
21. A project area walk through was performed.
22. In response to conversation during the walk through, it was indicated that counterflashing shall be added to the project scope above the termination bar schedule around each of the two Aeon curbs described.
23. In response to conversation during the walk through, it was indicated that membrane flashing up to a new termination bar and counterflashing a minimum of 12" above roof surface on the approximately 1'x1' utility termination box near the northeast pair of Mitsubishi units' curbs shall be added to the project scope.
24. In response to conversation concerning the crane scope during the walk through, it was indicated that it is acceptable to position a crane in the yard on the northwest side of the building. Hard surfaces, such as paved parking lot and concrete sidewalks, shall be protected from damage throughout the duration of the project. Any damage will be the contractor's responsibility to repair with like materials and methods. If a crane is positioned in a grassy area, the area shall be repaired, graded level, and seeded prior to the completion of the project.
25. It was discussed that it is the contractor's responsibility to provide and install temporary fencing and any other security measures needed to secure and protect the HVAC units that are placed on the ground, materials, tools, etc.

26. It was indicated that if contractors want to schedule a review of the project area prior to bidding, they should contact Adam Roesch (WVC) (618) 384-0030. Contractors shall contact Adam to schedule a date and time prior to coming onsite.

End of Pre-Bid Meeting Minutes

Thank you,
Nicholas Knapp
Construction Project Manager
Illinois Eastern Community College

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
May 31, 2022	
FUND	BALANCE
Educational	\$ 12,218,908.48
Operations & Maintenance	2,484,743.28
Operations & Maintenance (Restricted)	616,410.09
Bond & Interest	568,586.60
Auxiliary	901,642.69
Restricted Purposes	(476,576.02)
Working Cash	970,633.83
Trust & Agency	514,966.63
Audit	18,947.51
Liability, Protection & Settlement	1,144,384.14
TOTAL ALL FUNDS	<u>\$ 18,962,647.23</u>
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
May 31, 2022

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 12,234,208	\$ 2,484,743	\$ 616,410	\$ 568,587	\$ 922,143	\$ (476,576)
Investments	5,001,438	1,504,380	-	-	5,339,376	-
Accounts Receivable	2,211,822	302,738	-	-	322,228	-
Other Receivables	868,348	-	-	-	-	253,137
Restricted Cash	-	-	3,915,140	-	-	-
Inventory	-	-	-	-	584,799	-
Other Assets	-	-	-	-	-	451,262
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 20,315,816	\$ 4,291,861	\$ 4,531,550	\$ 568,587	\$ 7,168,546	\$ 227,823
LIABILITIES						
Accounts Payable	\$ 377,230	\$ 21,607	\$ -	\$ -	\$ (24,796)	\$ 4,725
Accrued Payroll Liabilities	(23,954)	-	-	-	-	-
Other Accrued Liabilities	3,421,559	302,108	36,665	-	104,591	55
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	3,774,835	323,715	36,665	-	79,795	4,780
FUND BALANCES						
Non-Spendable	-	-	-	-	584,799	-
Restricted						
Board Designated	12,916,427	1,060,864	-	-	-	-
Other Purposes	-	2,907,282	4,494,885	568,587	-	223,043
Unassigned	3,624,554	-	-	-	6,503,952	-
Total Fund Balances	16,540,981	3,968,146	4,494,885	568,587	7,088,751	223,043
Total Liabilities and Fund Balances	\$ 20,315,816	\$ 4,291,861	\$ 4,531,550	\$ 568,587	\$ 7,168,546	\$ 227,823

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
May 31, 2022

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 970,634	\$ 514,967	\$ 18,948	\$ 1,144,384	\$ 18,998,448
Investments	5,404,486	-	-	-	17,249,680
Accounts Receivable	-	-	-	-	2,836,788
Other Receivables	-	3,579	-	-	1,125,064
Restricted Cash	-	-	-	-	3,915,140
Inventory	-	-	-	-	584,799
Other Assets	-	-	-	-	451,262
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,375,120</u>	<u>\$ 518,546</u>	<u>\$ 18,948</u>	<u>\$ 1,144,384</u>	<u>\$ 45,161,181</u>
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 378,766
Accrued Payroll Liabilities	-	-	-	-	(23,954)
Other Accrued Liabilities	-	78	-	-	3,865,056
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	78	-	-	4,219,868
FUND BALANCES					
Non-Spendable	6,325,000	-	-	-	6,909,799
Restricted					-
Board Designated	-	-	-	-	13,977,291
Other Purposes	50,120	-	18,948	1,144,384	9,407,249
Unassigned	-	518,468	-	-	10,646,974
Total Fund Balances	<u>6,375,120</u>	<u>518,468</u>	<u>18,948</u>	<u>1,144,384</u>	<u>40,941,313</u>
Total Liabilities and Fund Balances	<u>\$ 6,375,120</u>	<u>\$ 518,546</u>	<u>\$ 18,948</u>	<u>\$ 1,144,384</u>	<u>\$ 45,161,181</u>

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended May 31, 2022

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund					
REVENUES												
Property Taxes	\$	3,075,334	\$	1,318,041	\$	112,420	\$	1,825,867	\$	-	\$	-
Replacement Taxes		907,125		907,125		-		-		-		-
ICCB Grants		12,521,547		-		-		-		-		351,978
Federal Grants		-		-		-		-		-		12,687,986
Tuition & Fees		11,110,238		1,047,223		-		-		372,593		-
Charges for Services		-		-		-		-		2,361,383		-
Interest		92,690		21,845		47,550		6,387		27,943		(23,892)
Other Revenues		217,915		173,332		16,679		-		121,987		93,572
Total Revenues		27,924,849		3,467,566		176,649		1,832,254		2,883,906		13,109,644
EXPENDITURES												
Payroll		13,414,252		905,993		-		-		1,579,485		1,920,982
Benefits		2,086,168		222,528		-		-		179,593		431,793
Contractual Services		1,598,694		443,816		148,139		-		342,276		343,148
Supplies		1,710,213		250,330		2,356		-		1,855,112		551,528
Travel		178,360		364		39		-		336,373		113,706
Fixed		29,305		9,812		-		1,745,153		149,412		564
Utilities		47,173		999,342		-		-		325		-
Capital Outlay		510,617		198,891		2,229,567		-		25,175		689,010
Other		126,732		-		-		-		139,120		1,582,492
Scholarships, Student Grants, & Waivers		4,939,239		-		-		-		343,190		7,789,612
Total Expenditures		24,640,753		3,031,076		2,380,101		1,745,153		4,950,061		13,422,835
Excess (Deficiency) of Revenues Over (Under) Expenditures		3,284,096		436,490		(2,203,452)		87,101		(2,066,155)		(313,191)
TRANSFERS												
Net Transfers		(1,327,761)		-		-		-		1,327,761		-
Total Transfers		(1,327,761)		-		-		-		1,327,761		-
Net Change in Fund Balance		1,956,335		436,490		(2,203,452)		87,101		(738,394)		(313,191)
Fund Balance - Beginning		14,584,646		3,531,656		6,698,337		481,486		7,827,145		536,234
Fund Balance - Ending	\$	16,540,981	\$	3,968,146	\$	4,494,885	\$	568,587	\$	7,088,751	\$	223,043

Illinois Eastern Community Colleges							
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)							
For the Period Ended May 31, 2022							
		Working Cash	Trust & Agency		Liability,		
		Fund	Fund	Audit Fund	Protection and		
					Settlement Fund		Total Funds
REVENUES							
	Property Taxes	\$ -	\$ -	\$ 81,589	\$ 1,075,869		\$ 7,489,120
	Replacement Taxes	-	-	-	-		1,814,250
	ICCB Grants	-	-	-	-		12,873,525
	Federal Grants	-	-	-	-		12,687,986
	Tuition & Fees	-	-	-	-		12,530,054
	Charges for Services	-	46,997	-	-		2,408,380
	Interest	41,422	4,479	131	7,428		225,983
	Other Revenues	-	503,273	-	2,814		1,129,572
	Total Revenues	41,422	554,749	81,720	1,086,111		51,158,870
EXPENDITURES							
	Payroll	-	-	-	-		17,820,712
	Benefits	-	-	-	105,059		3,025,141
	Contractual Services	-	7,633	50,741	123,063		3,057,510
	Supplies	-	8,471	-	-		4,378,010
	Travel	-	7,961	-	-		636,803
	Fixed	-	-	-	323,051		2,257,297
	Utilities	-	-	-	-		1,046,840
	Capital Outlay	-	-	-	-		3,653,260
	Other	-	-	-	-		1,848,344
	Scholarships, Student Grants, & Waivers	-	466,562	-	-		13,538,603
	Total Expenditures	-	490,627	50,741	551,173		51,262,520
	Excess (Deficiency) of Revenues Over (Under) Expenditures	41,422	64,122	30,979	534,938		(103,650)
TRANSFERS							
	Net Transfers	-	-	-	-		-
	Total Transfers	-	-	-	-		-
	Net Change in Fund Balance	41,422	64,122	30,979	534,938		(103,650)
	Fund Balance - Beginning	6,333,698	454,346	(12,031)	609,446		41,044,963
	Fund Balance - Ending	\$ 6,375,120	\$ 518,468	\$ 18,948	\$ 1,144,384		\$ 40,941,313

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
May 31, 2022			
ALL FUNDS			
		Fiscal	Fiscal
		Year	Year
		2022	2021
ASSETS:			
CASH		\$ 18,962,644	\$ 18,899,062
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		3,915,140	3,782,770
INVESTMENTS		17,249,680	12,242,981
RECEIVABLES		3,961,853	3,770,703
INVENTORY		584,799	587,885
OTHER ASSETS		451,262	474,150
FIXED ASSETS (Net of Depr)		17,762,802	17,465,020
TOTAL ASSETS AND OTHER DEBITS:		\$ 62,923,980	\$ 57,258,371
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE		\$ -	\$ -
ACCOUNTS PAYABLE		441,571	108,299
DEFERRED REVENUE		3,379,167	3,326,640
L-T DEBT GROUP (FUND 9)		6,181,062	7,742,985
OPEB (Prior Year Restated for GASB 75 Implementation)		15,176,595	15,855,669
OTHER LIABILITIES		399,130	390,366
TOTAL LIABILITIES:		25,577,525	27,423,959
FUND BALANCES:			
FUND BALANCE		36,480,943	30,377,664
INVESTMENT IN PLANT (Net of Depr)		17,762,802	17,465,020
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(21,357,657)	(23,598,654)
RESERVE FOR ENCUMBRANCES		4,460,367	5,590,382
TOTAL EQUITY AND OTHER CREDITS		37,346,455	29,834,412
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 62,923,980	\$ 57,258,371

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2020-2022**

College	Category	FISCAL YEAR 2020			FISCAL YEAR 2021			FISCAL YEAR 2022			% of Year
		Budget	Spent Thru May	% of Budget	Budget	Spent Thru May	% of Budget	Budget	Spent Thru May	% of Budget	
Frontier	Bills		\$ 685,512			\$ 621,441			\$ 609,835		
	Payroll		1,995,019			1,760,240			1,799,266		
	Waivers		684,147			687,634			684,593		
	Totals	\$ 4,370,599	3,364,678	77%	\$ 3,899,789	3,069,315	79%	\$ 3,688,586	3,093,694	84%	92%
Lincoln Trail	Bills		983,122			\$ 1,556,320			\$ 1,047,703		
	Payroll		2,211,523			2,155,301			2,217,931		
	Waivers		842,018			933,799			757,709		
	Totals	\$ 5,365,117	4,036,663	75%	\$ 4,943,901	4,645,420	94%	\$ 4,977,953	4,023,343	81%	92%
Olney Central	Bills		1,386,002			\$ 1,229,668			\$ 1,439,395		
	Payroll		4,458,938			4,160,577			4,166,930		
	Waivers		735,828			720,956			614,487		
	Totals	\$ 7,669,580	6,580,768	86%	\$ 7,047,772	6,111,201	87%	\$ 7,367,058	6,220,812	84%	92%
Wabash Valley	Bills		1,239,617			\$ 689,393			\$ 1,196,092		
	Payroll		2,912,141			2,611,091			2,940,648		
	Waivers		1,483,613			1,177,103			1,222,442		
	Totals	\$ 6,449,215	5,635,371	87%	\$ 5,988,433	4,477,587	75%	\$ 5,775,220	5,359,182	93%	92%
Workforce Educ.	Bills		224,005			\$ 169,859			\$ 197,592		
	Payroll		1,022,753			755,141			736,786		
	Waivers		2,247,051			1,225,371			1,507,826		
	Totals	\$ 4,396,670	3,493,809	79%	\$ 3,349,386	2,150,371	64%	\$ 3,378,641	2,442,204	72%	92%
District Office	Bills		274,151			\$ 255,021			\$ 520,017		
	Payroll		1,011,419			934,714			1,211,439		
	Waivers		-			-			-		
	Totals	\$ 1,551,484	1,285,570	83%	\$ 1,410,117	1,189,735	84%	\$ 1,991,105	1,731,456	87%	92%
District Wide	Bills		1,895,547			\$ 1,778,909			\$ 3,401,720		
	Payroll		832,106			731,498			1,247,245		
	Waivers		202,847			138,814			152,183		
	Totals	\$ 3,107,121	2,930,500	94%	\$ 3,576,315	2,649,221	74%	\$ 7,148,722	4,801,148	67%	92%
GRAND TOTALS		\$32,909,786	\$ 27,327,359	83%	\$ 30,215,713	\$ 24,292,850	80%	\$34,327,285	\$ 27,671,839	81%	92%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

May 31, 2022

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 14,320,245	51.75%	13,108,562	53.96%	\$ 1,211,683
Employee Benefits	2,308,696	8.34%	2,072,284	8.53%	236,412	11.408%
Contractual Services	2,042,510	7.38%	1,280,923	5.27%	761,587	59.456%
Materials	1,960,552	7.09%	1,117,835	4.60%	842,717	75.388%
Travel & Staff Development	178,724	0.65%	85,355	0.35%	93,369	109.389%
Fixed Charges	39,117	0.14%	118,204	0.49%	(79,087)	-66.907%
Utilities	1,046,515	3.78%	650,011	2.68%	396,504	61.000%
Capital Outlay	709,508	2.56%	831,727	3.42%	(122,219)	-14.695%
Other	5,065,972	18.31%	5,027,949	20.70%	38,023	0.756%
	<u>\$ 27,671,839</u>	<u>100.00%</u>	<u>\$ 24,292,850</u>	<u>100.00%</u>	<u>\$ 3,378,989</u>	<u>13.909%</u>

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

	Funding Source	Estimated Budget									
Student Center - WVC	CDB	\$4,029,400	=====								
Temp Building Replacement - LTC	CDB	\$1,495,500	=====								
Center for Technology - LTC	CDB	\$11,160,000	=====								
Applied Arts Building Roof - WVC	CDB	\$295,000	=====								
Applied Technology Center - OCC	CDB	\$3,076,400	=====								
Power Hub - WVC	CDB	\$300,000	=====								
Parking Lot Resurfacing	CDB	\$918,392	=====								
LTC - Performing Arts Building	Local	\$853,800	=====								
DW - HVAC Replacements	PHS	\$1,786,230	=====								
WVC - Pool Infill	PHS	\$285,500	=====								
WVC - Pool Infill Phase 2	PHS	\$232,200	=====								
LTC - Crawford County Recreational Center	Local	\$3,733,000	=====								
FCC - Solar Array	IGEN	\$125,000	=====								
GRAND TOTAL		\$28,290,422		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

Agenda Item #11

Executive Session

Agenda Item #12

Approval of Executive Session Minutes

A. Written Executive Session Minutes

B. Audio Executive Session Minutes

Agenda Item #13

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 21, 2022
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the June Personnel Report. Additional information for items 400.1, 400.2, and 400.8 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Classification Change**
- 400.4. Approval to Hire District Librarian Position Prior to July Board Meeting**
- 400.5. Reassignment**
- 400.6. Special Assignments FY 23 (Attachment)**
- 400.7. Approval of Proposed Non-College Employment**
- 400.8. Resignation Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Administrative

1. Roger Eddy, Interim President, OCC, effective July 1, 2022.

B. Professional, Non-Faculty, Non-Exempt

1. Dane Inman, College Admission Representative, DO/WVC, effective June 27, 2022.
2. Joseph Jackman, Perkins Project Coordinator, DO, effective July 5, 2022.

C. Classified

1. Tyler Henry, Information Systems Technician, FCC, effective June 27, 2022.

400.2. Change in Status

A. Administrative

1. Krystle Riggle, Coordinator of Financial Aid, LTC, to Program Director of Financial Aid, DO, effective May 30, 2022.

B. Professional, Non-Faculty, Non-Exempt

1. Trina Dunkel, Student Services Specialist, WVC/DO, to Coordinator of Financial Aid, WVC/DO, effective June 27, 2022.

C. Classified

1. Marty Fatheree, Maintenance/Custodian, OCC, to Maintenance Worker, WRC, effective June 27, 2022.
2. Chelsea Dulaney, Office Assistant, FCC, to Student Services Specialist, DO/FCC, effective June 27, 2022.

400.3. Classification Change

The following employees will change from Classified to Professional, Non-Faculty, Non-Exempt, effective July 4, 2022.

1. Eric Resor, Advisor, FCC
2. Angel Kerner, Advisor, LTC
3. Jodi Schneider, Advisor, OCC
4. Brandi Rich-Beard, Advisor, OCC
5. Kara Blanton, Advisor, FCC

400.4. Approval to Hire District Librarian Position Prior to July Board Meeting

400.5. Reassignment

1. Rodney Ranes, Program Director of Adult Education, FCC, effective July 1, 2022.

400.6. Special Assignments FY 23 (Attachment)

400.7. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Anne Hustad	Southern Illinois University Carbondale, IL	22

400.8. Resignation Ratifications

A. Administrative

1. Brent Todd, Dean of Instruction, LTC, effective June 22, 2022.

B. Professional, Non-Faculty, Non-Exempt

1. Emma Rudolphi, Director of Cozy Corner, OCC, effective June 15, 2022.

C. Classified

1. Sarah Kennedy, Custodian, LTC, effective August 6, 2022.

Agenda Item #14

Collective Bargaining

Agenda Item #15

Litigation

Agenda Item #16

Other Items

Agenda Item #17

Adjournment