

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

June 19, 2018



Location:

**Olney Central College
305 North West Street
Olney Illinois 62450**

**Dinner – 6:00 p.m. – Banquet Room
Meeting – 7:00 p.m. - 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 19, 2018

7:00 p.m.

**Olney Central College
Banquet Room**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval) Bruce
 - A. 500.26 Credit Equivalency by Licensure, Certification or State Seal of Biliteracy
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Emergency Response Plans 2018 Conn
 - B. Violence Prevention Plan 2018..... Conn
 - C. CAISA and SAFE Memoranda of Understanding..... Conn
 - D. Renewal of Property, Casualty, & Liability Insurance Coverage Bruce
 - E. FY2018 Budget Resolution..... Bruce
 - F. Payment of Accrued Bills Bruce
 - G. RAMP 2020 Bruce
 - H. Building and Maintenance Fund Resolution..... Bruce
 - I. Inter-Funds Loans Resolution Bruce
 - J. Working Cash Fund Bruce
 - K. Lease for Office Space with SIU Carbondale School of Medicine Bruce
 - L. Expansion of City of Robinson Enterprise Zone Bruce
 - M. Agreement with Pepsi Bottling Group, LLC. Bruce
 - N. CTE Program Grant Resolution..... Bruce
 - O. Lease Agreements Bruce

P.	Affiliation Agreements	Bruce
	Certified Medical Assistant - Crawford Memorial Hospital - LTC	
	Certified Medical Assistant - Emerald Glen - LTC	
	Medical Office Careers - Fairfield Memorial Hospital - OCC	
	Medical Office Careers - Christopher Rural Health Planning - OCC	
9.	Bid Committee Report.....	Bruce
	A. None	
10.	District Finance	
	A. Financial Report	Bruce
	B. Approval of Financial Obligations	Bruce
11.	Chief Executive Officer's Report.....	Bruce
12.	Executive Session.....	Bruce
13.	Approval of Executive Session Minutes	
	A. Written Executive Session Minutes.....	Bruce
	B. Audio Executive Session Minutes	Bruce
	C. Semi-Annual Review of Executive Session Minutes	Bruce
14.	Approval of Personnel Report.....	Bruce
15.	Collective Bargaining.....	Bruce
16.	Litigation	Bruce
17.	Other Items	
18.	Adjournment	

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, May 15, 2018.

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

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

John D. Brooks, Gary Carter, Brenda Culver, G. Andrew Fischer, Alan Henager, James Lane. Also present was Haylee Neuman, 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:

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

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College

Brent Todd, Dean of Instruction of Lincoln Trail College.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Jeff Cutchin, Chief Academic Officer.

Renee Smith, Executive Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Monday, April 17, 2018, were presented for disposition.

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

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including college staff members and several members of the Crawford County community

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustees reported on participation in Graduation Ceremonies at the four colleges.

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

#5-C. Report from Cabinet: None.

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

#6-A. 500.27 Substance Abuse Testing of Athletes - Revisions to the current policy have been recommended to include the removal of unnecessary language regarding referral of athletes to the District’s TABIT team. Language has been added on reasonable suspicion testing to clarify the duties of the coaches relating to drug testing. The CEO recommended that second reading be waived and that the following revised policy be adopted.

STUDENT – 500

Policy for Substance Abuse Testing for Athletes (500.27)

Date Adopted: July 16, 2014

Revised: March 21, 2017

Revised: June 20, 2017

Revised: May 15, 2018 (pending Board approval)

Purpose

Illinois Eastern Community College is concerned with the health, safety and welfare of student-athletes who participate in its athletic programs and represent the institutions in athletics. The district believes that drug screening is appropriate and necessary to insure the health and safety of our student-athletes. Further, the athletics department recognizes its responsibility to provide educational programming which educates student-athletes on the physiological, physical, and psychological dangers inherent in the misuse of drugs and alcohol; informs student-athletes of local, state, and federal laws concerning the use and possession of alcohol and drugs. This comprehensive program which includes educational, screening, and rehabilitative components will facilitate informed, intelligent decision-making among student athletes.

Goals

1. Educate individuals on the dangers of substance abuse and use.
2. Deterrence of substance abuse and use.
3. Develop consistent sanctions should a student-athlete test positive.
4. Promote the positive role student-athletes have in our communities.
5. Encourage student-athletes to make informed, intelligent decisions on the use of substances.

Types of Testing

1. Random – minimum of 20% of each athletic team will be subjected to random drug testing at some point during the calendar athletic year. No less than 2 and no more than 7 student-athletes from any team will be subject to testing, as it is understood that each team possesses a different number of student-athletes.
 - Each Athletic Director will submit a roster for each sport on their respective campus to the Compliance Coordinator at the conclusion of the 10-day enrollment period of every fall semester. The Compliance Coordinator will then determine how many student-athletes will be tested from each sport on each campus.
 - Any roster changes throughout the year shall be reported to the Compliance Coordinator.
 - There will be several random test dates throughout the calendar athletic year, spread between the beginning of September and the end of April. The dates will be determined by the Compliance Coordinator. The Athletic Directors will be notified approximately 2-3 days in advance on the testing date, number of student-athletes to be tested, and from which sports the names should be pulled from. Athletic Directors will be in charge of coordinating the name drawing and test administration by an approved testing site.
 - Names of the student-athletes and test results shall be submitted to the Compliance Coordinator upon test completion.
 - Each name on the roster must be a part of the random drawing every time there is a drawing. Conceivably, the same name could be picked from an athletic team on every testing date.
 - Testing will be done at Wabash General Hospital (WGH), Wabash Valley Occupational Health and Acute Care – Robinson, IL, Carle Richland Memorial Hospital, and Fairfield Memorial Hospital (FMH). A Coach or Athletic Director will accompany the student athletes to the appropriate testing facility. Each facility will follow its established testing protocol for sample retrieval and maintain chain of custody according to its policy and procedures.

2. Reasonable Suspicion Testing – Reasonable suspicion testing is to protect the health of the student-athlete, the health of others, and/or to protect the integrity of the sport and Illinois Eastern Community Colleges.

“Reasonable suspicion” is defined as behavior, conduct, or performance by the student-athlete that leads a coach or athletic department staff member to believe that the student-athlete has been using a banned substance. Indicators which may be used to determine if reasonable suspicion exists include, but are not limited to, the following:

 - Observed possession, recognizable odor, or reported use of a banned substance.
 - Changes in student-athlete behavior, conduct, performance, class attendance, GPA, athletic practice attendance, injury rate or illness, physical appearance, academic or athletic motivation level, emotional condition, mood, and legal involvement.

3. Reasonable Cause - Student-athlete that has tested positive in a previous test; Student-athlete will incur the cost of the test.

4. Failure to appear – results in a positive test.
5. Re-entry testing – student-athlete will need to provide a negative sample to be released from administrative sanctions. This will be a random sample that will be provided upon request.

Positive Test Results

First Positive Test

1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
3. ~~The student athlete will be referred to the campus Threat Assessment and Behavior Intervention Team (TABIT).~~
 - a. ~~The student athlete will be required to sign a release of information so the athletic department can monitor their progress with the members of TABIT.~~
 - b. ~~The TABIT will determine the number of sessions the student athlete needs to attend.~~
4. Complete 20 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
5. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

Second Positive Test

1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
3. Upon a second positive test the student-athlete will be suspended from the team for 25% of the remaining scheduled games (minimum of 3 games, golf will be minimum of 2 matches), which can carry into ~~including~~ post-season play. These games will be served consecutively and will be the games immediately following notification of a positive test. If there are not enough games the suspension will carry over to the next season for returning athletes.
4. If the suspension happens during the season, the suspension will be noted to those who ask as a "violation of team rules".
5. ~~The student athlete will be referred to TABIT for evaluation. This evaluation will be at the student athlete's expense.~~
 - a. ~~The student athlete will be required to sign a release of information so the athletic department can monitor their progress in counseling.~~
 - b. ~~The TABIT will determine the number of sessions the student athlete needs to attend. If the TABIT determines counseling is needed, the counseling will be at the expense of the student athlete.~~
6. ~~Return to the team will be when TABIT/counseling center determines student athlete is fit to return & a negative sample is submitted by the student athlete.~~

7. Complete 40 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
8. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

Third Positive Test

1. A third positive test the student-athlete will be suspended from the team indefinitely.
2. The student-athlete will surrender their athletic aid.
3. The student-athlete will be able to complete their education, but at THEIR OWN EXPENSE.

Self-Referral Program

1. A student-athlete may refer himself/herself for evaluation or counseling by contacting their Head Coach, an athletic training staff member, or the Athletic Director.
 - a. A student-athlete may not initiate self-referral after he/she has been informed of their participation in an impending test.
 - b. Student-athlete cannot enter the self-referral program at any time after a positive test. This includes the entire time of athletic eligibility at an IECC institution.
 - c. A treatment plan will be determined and put in place for the student-athlete upon self-referral by the TABIT. The student-athlete will be tested randomly while in the self-referral program. The subsequent random tests will be the sole responsibility of the student-athlete.
 - d. A student-athlete testing positive on the initial test after entering this program will not be subject to applicable sanctions. However, a positive test in subsequent tests or failure to adhere to the treatment program will result in sanctions applicable for a 2nd positive test.

Appeal Process

A student-athlete who tests positive for a banned substance may, within 72 hours of being notified of the positive laboratory finding, contest the finding of the positive results. Any student-athlete requesting an appeal of the positive results is entitled to a hearing by the appeals committee. The request for appeal must be received in writing by the Athletic Director within 48 hours of notification of a positive test finding. The appeals committee will consist of the following:

- Athletic Director
- Assistant Dean of Student Services
- Faculty member
- President or designee
- Head Coach

The student-athlete may have a representative of his/her choosing present at the appeals hearing. However, the student-athlete must present his/her own case. The meeting should take place within 72 hours after the written request is received. Sanctions resulting from the positive test will not apply until the appeals process is finalized. The decision is final based on a majority vote of the above mentioned members of the committee. The sanctions for a positive test will be completed and the results of the decision are not subject to further appeal.

Medical Exception

IECC recognizes that some substances are used for legitimate medical purposes. IECC will allow for exemptions for those student-athletes with a documented medical history demonstrating a need for regular use of a substance. The student-athlete is required to inform the Athletic Director and trainer of **all medications** he/she is taking prior to being tested. Additionally, a **note from the student-athlete's prescribing physician** will be kept in the student-athletes file. In the event a student-athlete tests positive, the Athletic Director and trainer in consultation with the testing center will review that student-athlete's medical record to determine if a medical exception should be granted.

Board Action: Trustee Culver made a motion to waive second reading and adopt the Substance Abuse Testing of Athletes Policy 500.27 as recommended. Trustee Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Trustees voting nay: None. Trustees absent: Jan Ridgely. Student advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7- "Policy Second Readings" – None.

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

The Chairman requested leave of the Board to move Agenda Item #C. Resolution of Support for Crawford County Recreation Center to the top of the agenda. With no objection, the meeting progressed as follows:

#8-C. Resolution of Support for Crawford County Recreation Center: The CEO reviewed and recommended the Board's approval of the following resolution which will indicate the general support of the Board of Trustees for the construction of a recreational center upon the college property. Prior to final action by the Board, there would be a substantial written document prepared and executed that would detail the rights and responsibilities of the Crawford County Recreation Center (CCRC, Inc.) and the IECC Board of Trustees.

**RESOLUTION OF SUPPORT FOR DEVELOPMENT OF A PRIVATELY FUNDED AND
INDEPENDENTLY OPERATED CRAWFORD COUNTY RECREATION CENTER AT
LINCOLN TRAIL COLLEGE**

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

WHEREAS, the residents of Crawford County have expressed both the need for and interest in a facility that would improve the quality of life for its residents; and

WHEREAS, the major employers of Crawford County have expressed support for a privately funded facility that would assist in the recruitment, retention, and health of their workforce; and

WHEREAS, a recreation center at Lincoln Trail College would contribute to the well-being of the faculty, staff, and students of the College; and

WHEREAS, That the proposed facility and the programs it would offer would serve area residents by providing opportunities for wellness and recreational and educational programming for people of all ages and backgrounds.

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

1. That the Board of Trustees and the Crawford County Recreation Center, an Illinois corporation, will develop a comprehensive contract of operation that will outline the responsibilities and duties of both the Board of Trustees and the Crawford County Recreation Center entity. It is contemplated that such a contract would be fully executed and approved by an official vote of the Board of Trustees prior to the commencement of any construction of the Crawford County Recreation Center.
2. In recognition thereof, the Illinois Eastern Community College District #529 Board of Trustees hereby approves this resolution, affirming support for the development of a privately funded and independently operated Crawford County Recreation Center at Lincoln Trail College.
3. That any past resolution policy, authority, or any action of the Board inconsistent with the Resolution, is hereby amended so as to conform with this resolution.
4. That this resolution is in full force and effect from and after its adoption.

Dated this 15th day of May 2018.

Board Action: Trustee Henager made a motion to approve the Resolution of Support for the Crawford County Recreation Center as recommended. Trustee Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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.

#8-A. Distance Delivery Education Plan 2018: Jeff Cutchin reviewed the Distance Delivery Education Plan for 2018. The purpose of the Distance Delivery Education Plan is to provide an institutional strategy and structure to support and promote district-wide distance delivery opportunities. The plan outlines the required procedures, training, and support to assist faculty with distance delivery courses and program development as well as employing technology to successfully facilitate the educational experience. The CEO recommended approval of the Distance Delivery Education Plan for 2018.

Board Action: Trustee Carter made a motion to approve the Distance Delivery Education Plan for 2018. Student Trustee Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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.

#8-B. Student Satisfaction Survey Results 2018: IECC conducts a districtwide Student Satisfaction Survey each spring semester. The 2018 survey was conducted online from March 12 through April 13. 844 students responded to the survey: 198 from Frontier Community College; 160 from Lincoln Trail College; 240 from Olney Central College; and 246 from Wabash Valley College. IECC students continue to be satisfied with services provided by the colleges, according to the latest survey, with survey questions included in the areas of Communication, Student Services, Instruction, Technology and recommending the college to others. Results included:

Services

- 95% were satisfied with Advisement services.
- 94% were satisfied with Financial Aid services.
- 96% were satisfied with Entrata.
- 96% were satisfied with Help Desk services.

Other

- 96% were satisfied with the communication between the four colleges.
- 95% were satisfied with the quality of instruction.
- 96% felt the instruction was academically challenging.
- 98% were satisfied with classroom size.
- 94% were satisfied with courses available at the times they want or needed them.
- 97% believe they are treated with respect as an individual.
- 94% would recommend the college to others.

The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention.

The CEO recommended acceptance of the Student Satisfaction Survey results.

Board Action: Trustee Lane made a motion to accept the Student Satisfaction Survey results as recommended. Trustee Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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.

#8-D. CFO and Treasurer Positions Conflicts: The Board acknowledged and approved, for the purpose of auditing procedures, the process implemented since the appointment of Terry Bruce as CFO and Treasurer, effective May 1, 2018. The Board acknowledged that in his capacity as CFO and Treasurer, Terry Bruce does not approve any expenditures. The Board acknowledged that Bonnie Chaplin, Director of Business Services, approves all expenditures under \$3,000 and Terry Bruce, in his capacity as CEO, approves all expenditures over \$3,000.

Board Action: Trustee Culver made a motion to approve and acknowledge the process implemented since the appointment of Terry Bruce as CFO and Treasurer, effective May 1, 2018. The Board acknowledged that in his capacity as CFO and Treasurer Terry Bruce does not approve any expenditures and acknowledged that Bonnie Chaplin, Director Business Services, approves all expenditures under \$3,000 and Terry Bruce, in his capacity as CEO, approves all expenditures over \$3,000. Trustee Henager seconded the motion and on a recorded roll call vote ordered by the

Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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.

#8-E. 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. The following affiliation agreements as listed in full in the agenda were presented for approval:

Electronic Medical Records & Certified Medical Assistant - Good Samaritan Hospital - LTC
Certified Medical Assistant - Hoagland Chiropractic - LTC
Certified Medical Assistant - Wabash General Hospital - LTC
Pharmacy Technician - Martinsville Pharmacy - LTC
Pharmacy Technician - Crawford Memorial Hospital - LTC
Emergency Response - White County Ambulance Service - FCC

The CEO recommended approval of the affiliation agreements as presented.

Board Action: Trustee Carter made a motion to approve the affiliation agreements as listed in full in the agenda and as presented. Trustee Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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” – None.

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

#10-A. Financial Reports: The monthly treasurer's report showing the balance in all funds as of April 30, 2018 was presented.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2016, totaling \$610,545.73, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Carter made a motion to approve payment of district financial obligations for May 2018, in the amounts listed. Trustee Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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 – “Chief Executive Officer's Report” – None.

AGENDA #12 – “Executive Session” – None.

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Monday, April 17, 2018.

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

400.1. Employment of Personnel

A. Administrative

1. Ryan Hawkins, Chief Financial Officer, DO, effective July 1, 2018.

B. Faculty

1. Justin Gephart, Broadband/Telecommunications Instructor, LTC, effective August 9, 2018, pending successful completion of background check.

C. Professional/Non-Faculty, Exempt

1. Patrick Harris, Coordinator of Career Advisement, WVC, effective June 18, 2018, pending successful completion of background check.
2. Angelique Maguire, Coordinator, Transition Services, FCC, effective May 16, 2018, continued employment is contingent upon continued grant funding.

D. Classified

1. Karissa Perry, Administrative Assistant, WVC, effective June 18, 2018, pending successful completion of background check.

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Tracy Robinson, Office/Computer Lab Assistant, DO to International Student Liaison, DO effective June 1, 2018.

400.3. Reinstatement of Bargaining-Unit Faculty Member

A. Faculty

1. Beth Wilson, Nursing Instructor, OCC (FCC), effective May 11, 2018

400.4. Authorization to hire Interim Chief Academic Officer prior to June Board Meeting.

400.5. Authorization to hire Full-Time Temporary Custodian prior to June Board Meeting.

400.6. Special Assignment

A. Academic

1. Lonnie Barnes, Lead Instructor Collision Repair, \$225/Spring 2018
2. Joseph Brown, Lead Instructor Truck Driving, \$225/Spring 2018

B. Other

1. Ryan Hawkins, Treasurer, \$200/month, effective July 1, 2018.

400.7. Academic Rank Change from Instructor to Assistant Professor

A. Faculty

1. Carla Cadwalader
2. Todd Gill
3. Carol Kocher
4. Andrew McMurray
5. Lisa Rauch

400.8. Academic Rank Change from Assistant Professor to Associate Professor

A. Faculty

1. Shasta Bennett
2. Carrie Brown
3. Nixie Hnetkovsky
4. Steven Hnetkovsky
5. Judith Hudson
6. Anne Hustad
7. Amie Mayhall
8. Kelly Payne
9. Doug Robb
10. David Wilderman
11. Angie Williams

400.9. Academic Rank Change from Assistant Professor to Professor

A. Faculty

1. Allen Brown
2. Laurel Cutright
3. John Day
4. Kathy Hudson
5. Rob Mason
6. Brenda Phegley
7. An Roy
8. Kristi Urfer
9. Ann Wolven

400.10. Resignation Ratification

A. Classified

1. Cindy Westendorf, Help Desk/Computer Technician, DO, effective May 5, 2018.

400.11. Retirement Ratifications

A. Administrative

1. Jeff Cutchin, Chief Academic Officer, DO, effective July 21, 2018.

B. Professional/Non-Faculty, Non-Exempt

1. Chris Heindselman, Coordinator of Accreditation Compliances & Academic Services, DO, effective August 1, 2018.

C. Faculty

1. Keith Nash, Process Technology Instructor, LTC, effective August 1, 2018.

#14 Board Action to Approve Personnel Report: Trustee Carter made a motion to approve the Personnel Report as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. 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 #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Student Trustee Neuman made a motion to adjourn. Trustee Carter 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 7:50 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

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

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

500.26 Credit Equivalency by Licensure, Certification or State Seal of Biliteracy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Revisions to Policy for Credit Equivalency by Licensure, Certification or State Seal of Biliteracy (500.26)

Pursuant to the Educational Credit for Military Experience Act, institutions of higher education must adopt a policy regarding its awarding of academic credit for military training considered applicable to the requirements of the student's certificate or degree program. The policy shall apply to any individual who is enrolled in the institution of higher education and who has successfully completed a military training course or program as part of his or her military service that is:

- (1) recommended for credit by a national higher education association that provides credit recommendations for military training courses and programs;
- (2) included in the individual's military transcript issued by any branch of the armed services; or
- (3) otherwise documented as military training or experience.

By revising the Credit Equivalency by Licensure, Certification, or State Seal of Biliteracy to include Military Experience, we are able to outline our processes for granting credit equivalencies in one location. Upon approval by the Board, a copy of our policy and procedure will be submitted to IBHE and ICCB prior to June 30 of each year.

I recommend the Board waive the second reading and approve the revisions to Policy 500.26.

TLB/rs

Attachment

STUDENT – 500

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

Date Adopted: December 11, 2012

Revised: June 20, 2017

Revised: July 18, 2017

Revised: June 19, 2018 (Pending Board Approval)

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

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Emergency Response Plans 2018

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Emergency Response Plans 2018

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

The Emergency Response Plans for 2018 are compliant with both the Illinois Emergency Management Agency Act and the National Incident Management System (NIMS). The Emergency Response Plans are used as a guideline in conjunction with IECC policies, the Violence Prevention Plan, and established emergency procedures. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at www.iecc.edu/emergency giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency.

Additionally, colleges must test their emergency response and evaluation procedures annually. The colleges have completed or scheduled the following drills in 2018-19 to meet this requirement.

FCC	Active Shooter Drill	April 13, 2018
	Fire Alarm Test	May 3, 2018
LTC	Active Shooter Drill	January 3, 2018
	Student Presentations	February 27-28, 2018
		March 15, 2018
OCC	Lockdown Procedure Review	January 3, 2018
	Active Shooter Drill	August 9, 2018
WVC	Fire Drill	June 1, 2018
	Earthquake Drill	October 18, 2018

The Emergency Response Plans were sent by email to the Board. I recommend the Board's acceptance of each of the Emergency Response Plans.

TLB/rs

Agenda Item #8B

Violence Prevention Plan 2018

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Violence Prevention Plan

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

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

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

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

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

TLB/rs

Agenda Item #8C

CAISA and SAFE Memoranda of Understanding

MEMORANDUM

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

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

IECC wishes to enter into a memorandum of understanding with:

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

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

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

TLB/rs

Attachment

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

This agreement is made by and between Counseling & Information for Sexual Assault/Abuse (herein after called CAISA) a not-for-profit corporation, with primary offices located at 1505 18th Street, Charleston, Illinois 61920 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2018 through July 31, 2019. Said parties respectively do hereby agree as follows:

Section I: Definitions

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

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

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

Section II: Description of Services

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

Section III: CAISA Services and Responsibilities

1. A CAISA advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24 hour CAISA hotline. Upon receiving a request for CAISA services through the hotline a call is made to the CAISA advocate on call. Upon receiving the call the CAISA advocate will respond to the request over the phone within 15 minutes.
2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 6 county area CAISA serves the CAISA advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. CAISA will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact CAISA in addition to CAISA services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

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

1. Ensure students have knowledge of CAISA hotline number and how to call immediately for assistance. CAISA will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide CAISA with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
3. Provide CAISA with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing CAISA to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

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

The liaison for the Institution is:

Name: Ashlee Spannagel
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: spannagela@iecc.edu

The Liaison for CAISA is:

Name: Mickie Owens
Title: CAISA Advocate
Phone: 618-544-9379
Email: mickie.caisa@gmail.com

Agreed:

CAISA

Institution

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2018 through July 31, 2019. Said parties respectively do hereby agree as follows:

Section I: Definitions

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

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

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

Section II: Description of Services

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

SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: SAFE Services and Responsibilities

8. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24 hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call the SAFE advocate will respond to the request over the phone within 15 minutes.
9. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
10. If the student is within the 9 county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
11. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
12. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
13. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student

workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.

14. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

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

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

will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

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

The liaison for the Institution is:

Name: Ashlee Spannagel
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: spannagela@iecc.edu

The Liaison for SAFE is:

Name: Cyndi Addison
Title: SAFE Advocate
Phone: 618-244-9330
Email: fayetteinter@yahoo.com
Agreed:

SAFE
By: _____
Name: _____
Title: _____

Institution
By: _____
Name: _____
Title: _____

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Renewal of Property, Casualty, and Liability Insurance Coverage

The District's insurance coverage for property, casualty, and liability is due July 1, 2018. The administration has been in ongoing discussions with the District's carrier concerning the new premiums' cost.

The District's current premium is \$421,107. The proposed new premium is \$419,702.

The coverage includes property, commercial general liability, college board legal, and errors and omissions, commercial automobile, commercial liability, worker's compensation, student professional liability, fiduciary liability, cyber liability, and student accident and death.

The District's carrier, for several years, has been Wells Fargo, which has been merged into USI Insurance Services Inc. A substantial reason for the reduction in premium has been the success of reducing workmen's compensation costs over the last five years. In 2015, the District's workmen's compensation premium was \$177,529 and the 2018-19 workmen's compensation premium is reduced to \$116,470.

I ask the Board to accept the proposed insurance coverage as proposed by USI.

TLB/rs

Agenda Item #8E
FY2018 Budget Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: FY2019 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 Budget Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for September 18 at Lincoln Trail College, and states that the budget will be adopted by the Board on September 18, 2018, following the hearing.

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

TLB/akb

Attachment

**BOARD OF TRUSTEES
RESOLUTION
BUDGET FY2019**

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2019 fiscal year:

1. Date of Fiscal Year: July 1, 2018 – June 30, 2019.
2. Publication of Notice of Public Hearing on Budget: On or before August 8, 2018.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 8, 2018.
4. Mailing Tentative Budget to Board of Trustees: August 8, 2018.
5. Public Hearing on Budget: September 18, 2018, at the hour of 7:00 p.m. local time, Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454.
6. Adoption of Budget: September 18, 2018, following the Public Hearing.

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

Chairman, Board of Trustees

June 19, 2018
Date

Secretary, Board of Trustees

June 19, 2018
Date

Agenda Item #8F

Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 19, 2018

RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2018. By July 20 all FY2018 accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

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

This procedure has been followed in prior years and I request the Board's approval to pay the FY2018 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

TLB/akb

Agenda Item #8G

RAMP 2020

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 19, 2018

RE: RAMP FY2020

IECC's Resource Allocation and Management Plan (RAMP) for FY2020 is due to the Illinois Community College Board by July 1, 2018. The RAMP document includes two capital project requests which were approved by Cabinet on June 6th.

The two capital project requests for FY2020 are:

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

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

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

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

I recommend approval of the RAMP FY2020 document so that it may be timely submitted to the Illinois Community College Board.

TLB/akb

Attachment



RESOURCE

ALLOCATION AND

MANAGEMENT

PLAN

ILLINOIS EASTERN COMMUNITY COLLEGES
FY2020

Frontier & Lincoln Trail & Olney Central & Wabash Valley

COMMUNITY COLLEGE CONTACT FOR FURTHER INFORMATION

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

Community College District Illinois Eastern Community Colleges

Budget Year Request FY 2020

Capital RAMP Contact Person Terry Bruce

Telephone Number 618-393-2982, Ext. 5555

**TABLE 1
FISCAL YEAR 2020 CAPITAL PROJECT REQUEST**

DISTRICT/COLLEGE: Illinois Eastern/Olney Central College

PROJECT NAME AND/OR DESCRIPTION

DISTRICT PRIORITY NUMBER 1 OUT OF 2

Check one:

Check one:

NEW FACILITIES CONSTRUCTION/ACQUISITION X (Complete Table 2)
 REMODELING/REHABILITATION PROJECT _____ (Complete Table 2)
 OTHER _____ (Complete Table 2 or provide additional information per instructions)

NEW REQUEST _____
 REQUESTED PREVIOUSLY X

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

PROJECT CATEGORIES*	PRIOR YEARS FUNDING*			CURRENT REQUEST FY			BEYOND CURRENT YEAR*			TOTAL PROJECT COST		
	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST
BLDGS, ADDITIONS, AND/OR STRUCTURES				1,810.3	603.4	2,413.7				1,810.3	603.4	2,413.7
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION												
SITE IMPROVEMENTS												
PLANNING												
TOTAL				1,810.3	603.4	2,413.7				1,810.3	603.4	2,413.7

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

TOTAL PROJECT REQUEST (CURRENT YEAR) \$ 2,414
 TOTAL COMPLETED PROJECT COST \$ 2,414
 DESIRED PROJECT START DATE 5/1/2019
 ESTIMATED COMPLETION DATE 6/30/2020
 ESTIMATED OCCUPANCY DATE 7/30/2020
 ESTIMATED ANNUAL OPERATING COST \$

MATCHING CONTRIBUTION \$
 (See item 10 in Section I of this Manual)
LOCAL FINANCING SOURCE
 AVAILABLE FUND BALANCE \$
 ICCB CONSTRUCTION CREDIT \$
 (if any)
 DEBT ISSUE \$
 DATE OF APPROVAL: _____
 OTHER (please specify) \$ 603
 Foundation Fundraisers
 TOTAL \$ 603

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

**TABLE 2
FY 2020 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE**

		PART A		PART B	
		NET ASSIGNABLE SQUARE FOOTAGE SUMMARY		ACREAGE SUMMARY (Land Acquisition)	Number of Acres Requested in Budget Year
Space Type	FICM Codes	REQUEST FOR NEW FACILITIES	REDISTRIBUTION OF NASF SPACE		
		Net Assignable Square Feet (NASF)	Space Prior to Remodeling	Space After Remodeling	
Classrooms	110 thru 115	1,800			1 Landscaped Ground
Laboratory	210 thru 255	900			2 Physical Education and Athletic Fields
Office	310 thru 355	600			3 Buildings and Attached Structures
Study	410 thru 455				4 Experimental Plots
Special Use	510 thru 590				5 Other Instructional Areas
<i>General Use:</i>					6 Parking Lots
Assembly and Exhibition	610 thru 625				7 Roadways
Other General Use	630 thru 685				8 Pond Retention and Drainage
Support Facilities	710 thru 765	600			9 Other (specify)
Health Care	810 thru 895				Total Assigned Area
Unclassified					Currently Unassigned
					Total Acres
TOTAL NASF #		3,900			
TOTAL GSF* #		5,916			

*Gross Square Feet

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

**TABLE 3
FY 2020 BUILDING BUDGET ESTIMATION FORM**

District/College ILLINOIS EASTERN COMMUNITY COLLEGES
Location OLNEY CENTRAL COLLEGE
Project Name APPLIED TECHNOLOGY CENTER

(cost column rounded to the nearest hundred)

Space Type	NASF	Multiplier Factor	GSF	\$/GSF	Cost
<i>input field</i>	<i>input field</i>	<i>input field</i>	<i>formula field</i>	<i>input field</i>	
Classroom	1800	1.5	2700	291.68	\$787.5
Instructional (Dry Lab)	900	1.64	1476	326.76	\$482.3
Office	600	1.7	1020	301.95	\$308.0
Supporting Facilities	600	1.2	720	272.42	\$196.1
1. Base Total	3900		5916		\$1,774.0
2. Added Costs (sum of added cost components identified separately below)					\$106.4
LEED design cost up to 6% of line 1					\$106.4
Green Building Design/LEED Certification Level _____ (Silver, Gold , Platinum)					
Other added costs:					
3. Base Cost	3900		5916		\$1,880.4

4. Escalation (estimate of cost increase from the time of appropriation to the bid date) _____ 48.9

--assumes appropriation is received at July 1, 2018).

Expected Bid Date: July 1, 2019 Number of Months to Bid Date: 12

Annual Percentage (Allowable per annum inflation) from regional rate tables 0.026

(Enter annual rate as a decimal in cell J35; i.e. 2.6% as .026)

(inflation rate and number of months to bid are estimates and for purposes of calculating estimated costs will be standardized at 12 months to bid)

5. Escalated Building Budget (Line 3 plus Line 4) _____ \$1,929.3

6. Escalated Building Budget
Plus 10% Contingency (Line 5 multiplied by 1.10) _____ \$2,122.2

7. Adds:

a. A/E Fees 0.08 % (use rate in E45 unless justification for another rate) _____ \$169.8

b. On-Site Observation
Number of Months 12 Days per Week 4 _____ \$102.6

c. Reimbursable Expenses _____ \$8.5

d. Art in Architecture
one-half of one percent (Multiply Line 6 by .005) _____ \$10.6

e. Other Adds _____ (ADA, Asbestos, CDB 3% Admin Fee, etc. specify)

f. Sub-total Adds (Lines 7a through 7e) _____ \$291.5

8. Total Building Budget (Line 6 plus Line 7f) _____ \$2,413.7

OTHER:

Estimate of Annual State Supported Operations and Maintenance Expense _____

Source of Cost Estimate: CDB Suggested Cost Guidelines

Date of Cost Estimate: 5/16/2018

TABLE 4
FY 2020 MOVEABLE EQUIPMENT LIST

District/College: Illinois Eastern/Olney Central College
Project Name: Applied Technology Center

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

Programmatic Unit	Room Use Classification	Name of Equipment	Number of Units	Cost per Unit	Estimated Total Cost
NONE					

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

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

**Fiscal Year 2020 Ramp
Community College Capital Requests
Illinois Eastern/Olney Central College**

PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE: Illinois Eastern/Olney Central College

PROJECT NAME: Applied Technology Center

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

The Applied Technology Center facility would provide much needed instructional and laboratory space for several programs: Associate Degree Nursing (NUR), Licensed Practical Nursing (LPN), Radiography (XRAY), Massage Therapy (THM), Phlebotomy (PHB), and the Basic Nurse Assistant Training Certificate (BAID). Faculty office space is also at a premium. The new building would provide additional office space. Currently, a 20' x 20' classroom serves as the nursing program's one and only laboratory. This creates havoc with course scheduling because the NUR, LPN, and BAID lab courses cannot all be taught during the same time periods. This necessitates one or more of the NUR, LPN, or BAID classes to conduct their lab assignments in classrooms that don't have the proper laboratory materials available. Because the BAID is now required before students can enter the NUR program, this means even more nursing classes are being scheduled in the lab classroom. Further, IL statutes for BAID instruction mandate that there must be a designated location for laboratory instruction that includes a minimum of one bed per five students, access to hand-washing facilities, and clinical instruction equipment and supplies. An energized radiography laboratory would be invaluable in teaching patient positioning to radiography students. Patient positioning is one of the critical skills that x-ray technicians must possess if they reasonably expect to be employable upon graduation. The Massage Therapy program is currently being offered at an off-campus location as there is not room for these additional programs in Wattleworth Hall. These students don't have the benefit of easy access to computer labs, library facilities, and the bookstore. Jobs in the Allied Health field are among the fastest growing and highest paying. OCC needs to be able to provide instructional space for these programs to keep pace with the needs of the community and the state.

In addition, the space being vacated by Nursing and Radiography programs in Wattleworth Hall will provide the college with enough room to install two more much needed computer laboratories or classrooms. Without moving the Nursing and Radiography programs out of Wattleworth Hall, Olney Central College does not have the classroom space to expand its daytime or nighttime offering of courses. The proposed facility will allow the college to improve instruction in Allied Health fields and also make the necessary space available to increase computer skills instruction in all disciplines.

**Fiscal Year 2020 Ramp
Community College Capital Requests
Illinois Eastern/Olney Central College**

SCOPE OF WORK NARRATIVE

DISTRICT/COLLEGE: Illinois Eastern/Olney Central College

PROJECT NAME: Applied Technology Center

FULL NAME OF BUILDING (IF REMODELING): _____

EXACT LOCATION (INCLUDING ADDRESS AND CITY):

**Olney Central College
305 North West Street
Olney, IL 62450**

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

Nature of Work to be Performed: The Applied Technology Center will be located directly adjacent to (within 20 feet) the southwestern side of Wattleworth Hall on the Olney Central College campus. The new construction would add 5,916 gross square feet of new space. The new space would allow the college to provide appropriate lecture, laboratory, and faculty office space for all Allied Health Programs—especially Nursing and Radiography.

General Building Conditions: The proposed building site is on existing college property located at 305 North West Street, Olney, Illinois 62450; therefore, no new land is required. The proposed building is new construction consisting of: (a) 2,700 GSF of classroom space; (b) 1,476 GSF of instructional laboratory (dry) space; (c) 1,020 GSF of office space; and (d) 720 GSF of supporting facilities space. It is estimated that the proposed construction would be completed within 13 months. The proposed construction project is not related to any ongoing or proposed projects. It is not a phased project nor are there any known state or federal rules or regulations that may impact the project budget.

Site Analysis: The proposed project consists of a single story building that will be connected to the existing water, sewer, and electricity servicing the adjacent Wattleworth Hall. In addition, the college will use existing personnel resources to install the necessary telephone lines to the proposed building to provide voice, computer network, and Internet service. Existing student and staff parking adjacent to Wattleworth Hall is sufficient to meet the needs of students attending classes in the proposed building. In addition, little if any new sidewalks or other landscaping will be required for this construction project.

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Illinois Eastern Community College, District #529, meeting in their regular session on June 19, 2018 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2020 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.

- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Applied Technology Center

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	\$ _____
2. Protection, Health, and Safety Tax Levy	\$ _____
3. Protection, Health, and Safety Bond Proceeds	\$ _____
4. Other Debt Issue	\$ _____
5. State Certified Construction Credits (remaining from 1987)	\$ _____
6. Other (Please specify) <u>Local Resources</u>	\$ <u>603,000</u>
 TOTAL LOCAL MATCH	 \$ <u>603,000</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

**TABLE 1
FISCAL YEAR 2020 CAPITAL PROJECT REQUEST**

DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

PROJECT NAME AND/OR DESCRIPTION Student Education and Support Center

DISTRICT PRIORITY NUMBER 2 OUT OF 2

Check one:

NEW FACILITIES CONSTRUCTION/ACQUISITION X (Complete Table 2)
 REMODELING/REHABILITATION PROJECT _____ (Complete Table 2)
 OTHER _____ (Complete Table 2 or provide additional information per instructions)

Check one:

NEW REQUEST _____
 REQUESTED PREVIOUSLY X

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

PROJECT CATEGORIES*	PRIOR YEARS FUNDING*			CURRENT REQUEST FY			BEYOND CURRENT YEAR*			TOTAL PROJECT COST		
	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS	LOCAL FUNDS	TOTAL COST
BLDGS, ADDITIONS, AND/OR STRUCTURES				2,642.9	881.0	3,523.9				2,642.9	881.0	3,523.9
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION												
SITE IMPROVEMENTS												
PLANNING												
TOTAL				2,642.9	881.0	3,523.9				2,642.9	881.0	3,523.9

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

TOTAL PROJECT REQUEST (CURRENT YEAR) \$ 3,524
 TOTAL COMPLETED PROJECT COST \$ 3,524
 DESIRED PROJECT START DATE 9/1/2019
 ESTIMATED COMPLETION DATE 8/1/2020
 ESTIMATED OCCUPANCY DATE 8/15/2020
 ESTIMATED ANNUAL OPERATING COST \$

MATCHING CONTRIBUTION \$
 (See item 10 in Section I of this Manual)
LOCAL FINANCING SOURCE
 AVAILABLE FUND BALANCE \$
 ICCB CONSTRUCTION CREDIT: \$
 (if any)
 DEBT ISSUE \$
 DATE OF APPROVAL: _____
 OTHER (please specify) \$ 881
 Foundation fundraisers
 TOTAL \$ 881

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

**TABLE 2
FY 2020 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE**

		PART A		PART B		
		NET ASSIGNABLE SQUARE FOOTAGE SUMMARY		ACREAGE SUMMARY (Land Acquisition)	Number of Acres Requested in Budget Year	
Space Type	FICM Codes	REQUEST FOR NEW FACILITIES	REDISTRIBUTION OF NASF SPACE			
		Net Assignable Square Feet (NASF)	Space Prior to Remodeling	Space After Remodeling		
					1 Landscaped Ground	
					2 Physical Education and Athletic Fields	
Classrooms	110 thru 115	4,200			3 Buildings and Attached Structures	
Laboratory	210 thru 255				4 Experimental Plots	
Office	310 thru 355	80			5 Other Instructional Areas	
Study	410 thru 455				6 Parking Lots	2/3 acre 160 spaces
Special Use	510 thru 590	600			7 Roadways	
<i>General Use:</i>					8 Pond Retention and Drainage	
Assembly and Exhibition	610 thru 625				9 Other (specify)	
Other General Use	630 thru 685				Total Assigned Area	
Support Facilities	710 thru 765	1,300			Currently Unassigned	
Health Care	810 thru 895				Total Acres	
Unclassified						
TOTAL NASF #		6,180				
TOTAL GSF* #		9,076				

*Gross Square Feet

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

TABLE 4
FY 2020 MOVEABLE EQUIPMENT LIST

District/College: Illinois Eastern/Frontier Community College
Project Name: Student Education and Support Center

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

Programmatic Unit	Room Use Classification	Name of Equipment	Number of Units	Cost per Unit	Estimated Total Cost
NONE					

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

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

**Fiscal Year 2020 Ramp
Community College Capital Requests
Illinois Eastern/Frontier Community College**

PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

PROJECT NAME: Student Education, Support Center, and Performance Hall

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

Frontier Community College continues to enhance the student's college experience by proposing a Student Education, Support Center, and Performance Hall. Currently, space is not available for students and student groups to meet, socialize, or study between classes. Advisors and student leaders of campus organizations indicate that, according to students, the greatest need on campus is for this proposed facility. As the campus population increases due to new programs being offered, this need is amplified. In addition, this facility would also make possible a snack bar/cafeteria for students and staff, as well as provide for large classes, seminars, and performances.

In recent years, the on-campus enrollment of Frontier Community College has increased, while the commitment to off-campus offerings has continued. On-campus growth can partially be contributed to the increase of traditional age (18-19 year olds) college students, due in part to the addition of athletics. The following factors are also influential to the on-campus enrollment:

1. The existing significant adult enrollment
2. A new vocational program on campus with other vocational programs under development
3. An increase in nursing enrollment
4. A strong non-credit continuing education program

The climate and culture of Frontier Community College is changing, and the facilities must grow to accommodate the change. As a result, the college is proposing a building to provide space for the following which includes several organizations and clubs:

1. Space for students to gather/socialize
2. Space for students to study/relax between classes
3. Space for student activities/recreation
4. Space for faculty and staff to dine, take breaks, and interact with students
5. Adequate space for large credit and non-credit classes and seminars
6. Adequate space for internal or professional performances
7. Phi Theta Kappa
8. Student Nurse Association

9. Student Advantage Network
10. Student Senate
11. Science Club
12. Computer Club
13. One.Love.Christian Club
14. Automotive Technology Club
15. Electrical Distribution Club
16. Alpha Delta Nu Nursing Honor Society
17. Health Informatics Club

Student space is currently restricted to two small vending areas located within the two main classroom buildings. The socialization process is important to the development of all students and cannot occur if an area is not provided. The new construction will allow for a stand-alone facility with available parking. In addition, this new building will serve as an outreach center to the community to host special events and performances.

**Fiscal Year 2020 Ramp
Community College Capital Requests
Illinois Eastern/Frontier Community College**

SCOPE OF WORK NARRATIVE

DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

PROJECT NAME: Student Education, Support Center, and Performance Hall

FULL NAME OF BUILDING (IF REMODELING): _____

EXACT LOCATION (INCLUDING ADDRESS AND CITY):

**Frontier Community College
2 Frontier Drive
Fairfield, IL 62837**

The Student Education, Support Center, and Performance Hall will be located directly south of the Mason Hall parking lot on the campus of Frontier Community College. No land acquisition is required. The Student Education, Support Center, and Performance Hall would be new construction and consist of 9076 GSF and parking spaces for 120 vehicles. The exterior of the building would be of brick construction on a single level. Interior space would include classrooms and a multi-use area for classes/seminars/productions for both credit and non-credit classes or a banquet/dining area. The following spaces are also included: student organizations; a kitchen with catering; restrooms; office; storage; and mechanical areas.

The building would be connected to existing utilities and college district personnel would complete wiring for voice and data. College maintenance staff would be responsible for landscaping the building.

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Illinois Eastern Community College, District #529, meeting in their regular session on June 19, 2018, with a quorum present, officially authorized the submission of the attached Fiscal Year 2020 RAMP Community College Capital Project Request.

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

PROJECT NAME: Student Education, Support Center, and Performance Hall

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	\$ _____
2. Protection, Health, and Safety Tax Levy	\$ _____
3. Protection, Health, and Safety Bond Proceeds	\$ _____
4. Other Debt Issue	\$ _____
5. State Certified Construction Credits (remaining from 1987)	\$ _____
6. Other (Please specify) <u>Local Resources</u>	\$ <u>881,000</u>
TOTAL LOCAL MATCH	\$ <u>881,000</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

Agenda Item #8H

Building and Maintenance Fund Resolution

Agenda Item #8H

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Building and Maintenance Fund Resolution

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

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

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

TLB/akb

Attachment

Agenda Item #8I

Inter-Funds Loans Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Inter-Fund Loans Resolution

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

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

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

TLB/akb

Attachment

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

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2019, pursuant to 110 ILCS 805/3-34, and

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

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for fiscal year 2019, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2019.

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

Chairman, Board of Trustees

June 19, 2018

Date

Secretary, Board of Trustees

June 19, 2018

Date

Agenda Item #8J

Working Cash Fund

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Working Cash Fund

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

The Treasurer of the District has or will transfer approximately \$33,000 from the Working Cash Fund to the General Fund prior to June 30, 2018.

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

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$33,000 Working Cash Fund interest to the General Fund on or before June 30, 2018.

TLB/akb

Attachment

**BOARD OF TRUSTEES
RESOLUTION
WORKING CASH FUND**

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2018;

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

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

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$33,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2018.

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

Chairman, Board of Trustees

June 19, 2018
Date

Secretary, Board of Trustees

June 19, 2018
Date

Agenda Item #8K

Lease for Office Space with SIU Carbondale School of Medicine

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Office Space Lease with SIU Medicine - OCC

Rodney Ranes, President of Olney Central College, has been in discussions with representatives from the Center for Rural Health and Social Service Development in the Southern Illinois University School of Medicine regarding a lease for office space at OCC.

The Rural Health Project Coordinator for the Eastern Region of Illinois is currently housed at Sarah Bush Lincoln Hospital in Mattoon, Illinois. The Office of Regional Programs with the Center for Rural Health and Social Service Development is looking for alternative placement of their coordinator given their lease with Sarah Bush Lincoln is ending and the recent hiring of a Richland County resident to fill this position. The lease agreement would be for \$125 per month ending in June 2019.

Providing office space on campus for the Rural Health Project Coordinator provides new opportunities for partnerships between IECC Allied Health programs, local health care agencies, and the Southern Illinois University School of Medicine.

I ask the Board's acceptance of the attached lease for office space at Olney Central College.

TLB/rs

Attachment

LEASE AGREEMENT
BETWEEN
SOUTHERN ILLINOIS UNIVERSITY MEDICINE
(CENTER FOR RURAL HEALTH AND SOCIAL SERVICE DEVELOPMENT)
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 19th day of June, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Southern Illinois University Medicine (Center for Rural Health and Social Service Development), whose address is Wheeler Hall, Mail code 6892, 975 S Normal Avenue, Carbondale, IL 62901, 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/OCC, 305 North West Street, Olney, Illinois 62450 (approximately 120 sq. ft.), 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 improving health and health care for southern Illinois counties.
3. To have and to hold the premises with the appurtenances under the following terms: commencing June 20, 2018 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to

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

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

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

LESSEE: Southern Illinois University Medicine

Wheeler Hall, Mailcode 6892
975 S. Normal Avenue
Carbondale, IL 62901

By: _____

Its: Gary Pezall, Executive Director
CORPORATE SEAL

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____

Its: Terry Bruce, Chief Executive Officer
CORPORATE SEAL

WITNESS:

Agenda Item #8L

Expansion of City of Robinson Enterprise Zone

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Expansion of Robinson Enterprise Zone

The City of Robinson has passed a resolution to expand the existing Robinson Enterprise Zone to include a property commonly known as Kennedy Auto Care in Palestine. The proposed expansion would add a 120 foot by 243 foot strip of property, which would be connected by a 3 foot wide connecting strip to the existing Enterprise Zone. The tax bill on the total property last year was \$5,688.80 and the tax abatement for any expansion of commercial property at this location would only be for any improvement to the premises.

I would ask the Board's approval of this proposed Robinson Enterprise Zone expansion and ask adoption of the resolution, which follows.

TLB/rs

Attachment

TAX ABATEMENT RESOLUTION

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

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within the Robinson Enterprise Zone as the result of an Enterprise Zone Expansion Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on June 12, 2018 as Ordinance Number 2018-O-17, upon which new improvements shall be renovated or rehabilitated, subject to the following conditions:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;
- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) Such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Enterprise Zone.

Upon roll call vote the following Trustees voted aye:

Upon roll call vote the following Trustees vote nay:

Passed and approved by the ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 at its regular Board meeting held on June 19, 2018 in Olney, Illinois.

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT 529

BY: _____

ATTEST:

Agenda Item #8L

Agenda Item #8M

Agreement with Pepsi Bottling Group, LLC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: Agreement with Pepsi Bottling Group, LLC – WVC

Pepsi Cola Bottling Group currently has an exclusive agreement to provide Pepsi products to Wabash Valley College in exchange for which they pay certain fees.

The bottling group has requested that the current exclusive agreement be extended from August 1, 2017 through July 31, 2022.

Lincoln Trail, Olney Central, and Frontier each have exclusive agreements with Pepsi that are similar to the terms and conditions of the Wabash Valley agreement. These three colleges are in a different Pepsi franchise area from Wabash.

I ask the Board's approval of the Bottling Group agreement.

TLB/rs

Attachment

SPONSORSHIP AGREEMENT

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

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

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

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

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

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

AGREEMENT

1. DEFINITIONS.

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

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-

carbonated beverages (“**FB**”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

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

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

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

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

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

“**Facilities**” shall mean the entire premises of every facility owned, leased, occupied or operated by the Customer or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. “**Facilities**” shall also be deemed to include convenience store operations and restaurants initiated during the Term of this Agreement in space leased to third-party commercial tenants within Customer-owned buildings.

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

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

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

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

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

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

2. TERM.

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

3. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

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

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

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

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

(2) Purchasing of Postmix Products.

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

(3) Purchasing of Packaged Products.

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

(4) Food Service.

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

(5) Vending.

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

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

B. Product Merchandising Rights.

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

(1) Menu Board Advertising.

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

(2) Approved Cups; Product Hawking and Catering.

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

4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

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

A. Advertising

(1) Facilities and Print Advertising.

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

(2) Design and Installation of Customer Advertising.

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

(3) Advertising/Signage Changes.

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

(4) Maintenance of Signage.

Customer shall maintain all Facility Advertising and other signs and advertising for Products in good order. Customer shall effect any necessary repairs reasonably determined by Customer at Customer's sole cost and expense. Where practical, Customer shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

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

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

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

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

Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the Customer Marks (including without limitation, all goodwill

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

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

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

5. GRANT OF OTHER RIGHTS.

A. Sampling.

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

B. Right of First Negotiation/Refusal.

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

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

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

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

C. **Additional Rights.**

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

6. EXCLUSIVITY.

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

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

7. CONSIDERATION.

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

A. Annual Sponsorship Fees.

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

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

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

B. Annual Athletic Fund.

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

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

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

C. Rebates.

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

Rebate Amount	Applicable Products
\$3.00/Case	24-pk Cases of 20oz Carbonated Soft Drinks Packaged Products

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

D. Product Free of Charge.

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

8. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

B. Service to Equipment.

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

9. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. Customer's Termination Rights.

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

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

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

B. Pepsi's Termination Rights.

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

if (i) any of the Products are not made available as required in this Agreement by the Customer, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iv) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination.). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (e.g., equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice

C. Additional Termination Rights Available to Pepsi and Customer.

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

D. Sponsorship Fees in the Event of Termination.

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

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

10. TAXES.

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

11. CONFIDENTIALITY.

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

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

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

12. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

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

13. INDEMNIFICATION.

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

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

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

14. INSURANCE.

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

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

15. RIGHT OF OFFSET.

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

to this Agreement.

16. NOTICES.

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

If to Pepsi:

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

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

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

If to Customer:

Wabash Valley College
2200 College Drive
Mt. Carmel, IL 62863-2699
Attn: _____

17. ASSIGNMENT.

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

18. GOVERNING LAW.

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

19. FORCE MAJEURE.

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

20. RELEASE, DISCHARGE OR WAIVER.

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

21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

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

22. RELATIONSHIP OF THE PARTIES.

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

23. EFFECT OF HEADINGS.

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

24. CONSTRUCTION.

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

25. SEVERABILITY.

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

26. AMENDMENTS.

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

27. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. FURTHER ASSURANCES.

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

[signature to appear on the following page]

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

BOTTLING GROUP, LLC

WABASH VALLEY COLLEGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Current description & pricing for Postmix Products and Packaged Products

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

Exhibit B

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

A. Facilities and Print Advertising.

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

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

B. Additional Rights.

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

Agenda Item #8N

CTE Program Grant Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: June 19, 2018
RE: CTE Program Grant Resolution

Illinois Eastern Community College District #529 (IECC) is preparing an application for a grant funded through the Economic Development Administration. A requirement of the grant application is that the Board adopt the attached resolution of support and commitment of funds by IECC.

If awarded, the Economic Development Public Works & Economic Adjustment Assistance Grant would be utilized at IECC locations to fund various curriculum quality improvement initiatives. Specifically funding has been requested to support infrastructure enhancements to four CTE programs including Truck Driving, Diesel, Welding, and Industrial Maintenance Technology. The Project requires an IECC match for the grant. The total project cost is \$600,000 and IECC's portion would be \$300,000.

Such enhancements include the construction of a practice concrete pad at the West Richland Center for Truck Driving and updated equipment for the other three programs.

I recommend The Board's support and the approval of this resolution.

TLB/rs

Attachment

Illinois Eastern Community College District #529
Resolution of Support and Commitment of Funds

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

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

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

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

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

PASSED by Illinois Eastern Community College District #529 Board of Trustees on this 19th day of June, 2018.

IECC Board Chair

IECC Chief Executive Officer

Ayes: _____
Nays: _____
Absent: _____

Agenda Item #80

Lease Agreements

MEMORANDUM

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

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

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

9. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building’s interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2019 under the current lease agreement. **Board of Trustees Action Required.**
10. IECC/North American Lighting Lease - The lease began October 17, 2016 and is for 1,500 square feet of training space at the West Richland Center. Lease term from October 17, 2016 through June 30, 2019 at the current rent of \$150 per month. **Board of Trustees Action Required.**
11. IECC/Mobile Training Unit #15 Lease - The lease began October 1, 2017 and is for approximately 2,296 square feet of training space and an office space at the West Richland Center. Lease term from October 1, 2017 through June 30, 2019 at the current rent of \$350 per month. **Board of Trustees Action Required.**
12. IECC/Twin Rivers Lease - The lease began January 2018 and is for approximately 560 square feet of office space on the campus of Lincoln Trail College for the facilitation of the Twin Rivers Regional Vocational System. Lease term from January, 2018 through June 30, 2019 at the current rent of \$225 per month. **Board of Trustees Action Required.**
13. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel. Lease term is for five years from October 5, 2017 to October 5, 2022. Additionally, the agreement automatically renews for five (5) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term.
14. IECC/SIU School of Medicine – The lease is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Center for Rural Health and Social Service Development through Southern Illinois University’s School of Medicine. The lease period is June 20, 2018 through June 30, 2019, at a monthly rent of \$125.00. **Board of Trustees Action Required.**

TLB/rs

Attachments

FACILITIES LICENSE AGREEMENT

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

WITNESSETH:

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

1. **Use of the Premises.** Subject to the terms and conditions contained herein, Licensor does hereby grant to Licensee a license to use the following described property (the “Premises”): the “mining portion” (as identified by Licensor) of the Licensor’s training center located at 8955 County Highway 12, Venedy, IL 62214, including the parking facilities adjacent thereto.
2. **Term of License.** The term of this License shall continue from month to month until terminated as hereinafter provided. Either party may at any time terminate this License without penalty, upon 30 days advance written notice to the other party.
3. **Consideration.** In consideration of the use of the Premises, Licensee agrees to abide and cause its invitees and guests to abide by all safety rules, rules of conduct, parking and traffic rules, as well as any rules, codes, and standards of conduct of Licensee and to comply with all federal state and local laws.
4. **Insurance.** Licensee shall provide:
 - (a) Comprehensive commercial general liability and public liability insurance including premises liability with minimum limits of \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage.
 - (b) All policies other than those for Worker’s Compensation shall be written on an occurrence and not on a claims made basis. Workers compensation coverage in the amounts and with limits as required by applicable law.
 - (c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
 - (d) All policies shall name Licensor as an additional insured on a primary, non-contributory basis.
5. **Condition of the Premises.** Licensee acknowledges that the Premises are leased “as is”, “where is” and Licensor shall have no obligations or liability with respect to the condition of the Premises
6. **Indemnity.** Licensee shall indemnify Licensor against and hold, it and its parent company and Premises Owners, and each of their employees, officers, directors, members, representatives, and agents harmless from any and all loss or liability arising by reason of any use or condition of

the Premises of any part thereof by Licensee, its guests, invitees, employees and representatives during the License term.

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

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

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

Licensor's Representative: _____

Licensee's Representative: _____

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

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

PRAIRIE STATE GENERATING COMPANY, LLC

ILLINOIS EASTERN
COMMUNITY COLLEGE
DISTRICT #529

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMENDMENT TO LEASE AGREEMENT

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

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

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

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

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

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

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

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

Wabash Valley College Foundation

Chairman, Board of Trustees
Illinois Eastern Community Colleges

_____Date

_____Date

LEASE AGREEMENT

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

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

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

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

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

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

2. District hereby takes the lease to the said premises and agrees to pay the rent Provided.
3. District covenants with Foundation that at the expiration of the term of this lease, or renewal hereof, District will yield up the premises to Foundation without further notice in as good condition as when same were entered upon by District, reasonable wear and tear and damage by fire and inevitable accident excepted.
4. District will arrange for and pay for all deposits and use for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.
5. During the term hereof, or renewal hereof, if any, District will at its expense maintain the exterior or outside and structural portion of the building and the major plumbing. During the term of this lease and any renewal hereof, District will, at its expense maintain in good repair all parts of the premise leased and shall keep all toilets and sink traps unstopped. District will pay for all cleaning and

re-decoration and will pay for all repairs necessary or desirable as a result of the activities and behavior of the occupants and the Districts invitees.

6. The District shall be solely responsible for selecting and installing all fixtures and shall maintain possession of all fixtures and other items installed by District upon the premises (whether or not said additional items are legally classified as fixtures) shall continue to be treated as in the possession of District including the right to remove all of said fixtures and said items so installed by District, upon termination or cancellation of this lease. This shall include, but not be limited to the following fixtures or items installed by the District:
 - A. All plumbing materials and fixtures above the floor;
 - B. All partitions;
 - C. All conduits above the ceiling;
 - D. All electrical fixtures purchased by District;
 - E. The fire alarm system;
 - F. All other appurtenances installed or attached to the premises by District in Order to utilize the premises for its intended use.
7. District represents to Foundation that District has examined the physical condition of the demised premises prior to the execution and delivery of this lease and has found it to be satisfactory for all purposes hereof, including intended use, and District accepts the condition of the demised premises in its present condition "As Is". Foundation makes no representation or warranty with respect to the condition of the demised premises or its fitness or availability for any particular use, and Foundation shall not be liable for any latent or patent defect discovered therein.
8. Foundation will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
9. District agrees that it will not assign this lease or renewal hereof nor will it let or sublet the premises during the term of the lease or renewal hereof, without the prior written consent of Foundation, which will not be unreasonably withheld. District will not make any alterations or additions to the premises without prior written consent of Foundation; District shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of District or any third parties as against the right, title or interest of Foundation in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the lease hold interest of District hereunder and shall be subject and subordinate to all the rights, title and interest of the Foundation in and to said premises and building.

10. Foundation shall have free access to the premises hereby leased for the purpose of examining for appropriate use. However, Foundation agrees that it will not exercise its access to said premises and Foundation will do nothing to violate the confidentiality of the clients of the District.
11. District shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein; District shall, in the use and occupancy of the described premises, conform to all laws, orders and regulations of the Federal, State and Local Governments, or any of their respective departments.
12. The provisions of this lease shall bind and inure to the benefit of the Foundation and District and their respective heirs, successors, legal representatives and assigns.
13. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by District, it shall be lawful for Foundation to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereof, at the election of Foundation; and in order to enforce a forfeiture of nonpayment of rent, it shall not be necessary to make demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day the same day or at any time on any subsequent day, shall be sufficient; and after such default Foundation shall be able to pursue a remedy of forcible entry and detainer entry of the premises under statute and shall further have all rights and remedies and provided by law and under this contract. In the event Foundation is required to employ an attorney to enforce its rights under this contract, it shall be entitled to receive from District his attorney fees and cost of suit.

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

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

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

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

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

16. District shall not allow any intoxicating beverages or liquors to be served or used on said premises.
17. In case of default in payment of rent under this lease, Foundation may retain so much or all of the personal property that the District may then own situated on the above described real estate as is necessary to satisfy Foundation for all amounts due under this lease including future rentals. District shall not encumber, sell or otherwise dispose of any personal property that may be situated on the above-described premises unless at the time of such encumbrances, sale or disposal, the District is not in default in payment of rent hereunder.
18. Foundation covenants that District, on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.
18. Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at any time by delivery to the other party in writing a change of address delivered to the last stated address of the party.
19. A) If the totality of the premises leased under this Lease is taken by public domain pursuant to the power of eminent domain, this Lease shall terminate as of the date possession is taken by the public authority.
B) If less than the totality is taken pursuant to the power of eminent domain and in the opinion of Foundation is not economically feasible to continue this Lease, Foundation may terminate this Lease as of the date possession is taken by the public authority. If Foundation does not elect to

terminate this Lease, the Foundation shall make any changes, alterations, or reconstruction necessary to put the demised premises in a commercially proper condition to use for the purposes herein intended.

20. A) District shall conduct and cause to be conducted, all operations and activity (except for conduct, operations and activity of Foundation or its agents) at the premises in compliance with, and shall in all other respects applicable to the premises comply with all applicable federal, state and municipal statutes, ordinances, regulations, orders, directives and other requirements of law or common law concerning: (i) The generation, use, handling, treatment, storage, transportation, release, disposal, remediation or presence of any material including solid waste or hazardous substance in on, under, from and connected with operation and activities at the premises; (ii) the emission of air pollutant; (iii) The presence or discharge of any pollutant in, on or under the premises or into surface or ground water; and (iv). Storage tanks and related facilities and connections; (herein collectively called “environmental statutes”). Districts shall obtain and maintain all permits, licenses or approval and shall prepare and make, maintain, and/submit all notifications, registrations, records, reports and other documents as required by environmental statutes in a timely manner. District shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications and registrations.
- B) District shall provide to Foundation copies of any written notice of violation, summons, order, administrative, civil or criminal complaint which will materially adversely affect District’s use of the premises.
- C) District shall not cause or allow the use, generation, handling or storage of hazardous substances or solid waste in, on or under the premises, except; (i) construction materials, asbestos containing materials, polychloride biphenyl and area-formaldehyde, or any other banned or prohibited substance in construction), office equipment, furnishings and supplies, office maintenance materials that are or contain hazardous substance may be used, generated, handled or stored on the premises, provided such is incident to and reasonably necessary for needed construction, operation or maintenance of the premises for the authorized use set forth herein and is in compliance with applicable laws, (ii) if hazardous substances are required pursuant to the conduct of District’s business, that it may be used, handled or stored on the premises if such activity is incident to the authorized use of the premises and provided that such are packaged, labeled, stored or used in accordance with applicable laws and (iii) solid waste may be generated and stored temporarily by District on the premises provided such activities are performed in compliance with applicable law. District shall not cause or allow the release of hazardous substances or solid waste in, on or under the said premises except as provided in the previous sentence. Should any release of hazardous

substances or solid waste occur at the premises the District shall immediately take all measures necessary to contain, remove and dispose of the premises all materials released or contaminated by the release and remedy and mitigate all threats to public health or the environment relating to such release all in accordance with Federal and State law and regulations. When conducting any such measures, the District shall comply with environmental requirements.

21. The parties acknowledge and agree that this lease is the entire agreement between parties hereto and there are no collateral or oral agreements or understandings. Foundation and District agree that no modification of this agreement shall be binding upon them unless such modification shall be in writing and duly accepted in writing by both parties and approved in writing by the parties.
22. Where necessary or appropriate the masculine, feminine or neuter shall be interchangeable, and the singular shall include the plural or vice-versa.

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

Wabash Valley College Foundation Date

Board Chairman Date
Illinois Eastern Community College District #529

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

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

INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

1. Ownership and Equipping

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

2. Operation Expenses

The CITY shall own and operate the health and fitness facility and shall be responsible for all expenses incurred in the operation of the facility after installation of the equipment is complete.

However, the COLLEGE agrees to pay the sum of \$275 (two hundred and seventy-five dollars) per month toward partial payment of utilities.

3. Operation and Management of Facility

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

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

4. Scheduling and Shared Use of the Facility

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

5. Revenues from Operation of Facility

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

6. Liability Insurance and Indemnification

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

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

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

7. Return of Equipment

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

8. Terms of Agreement

This Agreement shall be effective upon execution hereof by both of the parties hereto and shall continue through and including July 1, 2008. Unless either party notifies the other by January 1 of the year of termination of the initial term, or any renewal term, of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the CITY and all health and fitness equipment shall be returned to the COLLEGE.

9. Binding Effect

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

Amendment

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

10. Arbitration

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

11. Notices

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

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

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

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

12. Severability

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

13. Waiver of Performance

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

14. Governing Law and Exclusive Jurisdiction

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

16. Authority of Officers

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

CITY OF ROBINSON, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

BY: _____ ATTEST: _____
Mayor City Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____ ATTEST: _____
Board Chairman Board Secretary

Exhibit "A"

Current Equipment

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

Equipment to be Purchased

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

LEASE

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

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

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

President
Wabash Valley College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

Lease Agreement

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

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

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

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

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

- B. Rental: The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.
- C. Term: The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. Possession: LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. Use of Premises: This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.
- F. Easement: LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:
 - An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north 60° 35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.

- G. Taxes: LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.
- H. Repairs and Destruction of Improvements: LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and, except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.
- I. Indemnification of Lessor: LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.
- J. Warranties and Representations: LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term

of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.

- K. Electrical Interference: LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.
- L. Default: In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.
- M. Waiver: The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. Notice: Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:
LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863
LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450
- O. Binding Effect: This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.
- P. Continuing Use of Tower: In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. Relocation of Equipment: LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would

require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.

- R. Removal of Property: At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.
- S. Authority: This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

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

Ron E. Peach
"LESSOR"

STATE OF ILLINOIS)
) SS.
COUNTY OF WABASH)

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

Notary Public

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529

By _____
Its Chairman

ATTEST:

Its Secretary
"LESSEE"

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

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

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

Notary Public

LEASE

This agreement is made this 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 responsibility for the normal maintenance and repair of the buildings and structures. The Lessee shall provide general liability insurance for the protection of the public. The Lessee agrees to indemnify and hold the Lessor harmless from any and all liability as a result of the placement of the oil derrick and any other structures on the leased premises and the use of the leased premises for a city park.

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

LESSOR:
ILLINOIS EASTERN
COMMUNITY
COLLEGE DISTRICT NO. 529

By: _____

IECC Board Chairman

ATTEST:

IECC Board Secretary

LESSEE:
CITY OF OLNEY, ILLINOIS

By: _____

City of Olney Mayor

ATTEST:

City of Olney Clerk

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, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
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, 2018 through June 30, 2020 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
15. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
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 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.
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

CORPORATE SEAL

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____

Its: Terry Bruce, Chief Executive Officer

CORPORATE SEAL

WITNESS:

LEASE

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

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2019.

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

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

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

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

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

Chief Executive Officer
Illinois Eastern Community College
District #529

President
Frontier Community College Foundation

Adopted this 19th day of June, 2018

Adopted this 19th day of June, 2018

LEASE AGREEMENT
BETWEEN
NORTH AMERICAN LIGHTING
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 17th day of October, 2016, between Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and North American Lighting, whose address is 2275 South Main Street, Paris, Illinois 61944, 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 training space at West Richland Center, located in Noble, Illinois (approximately 150 sq. ft.), and to share common space of the building that includes the break room, restrooms and classroom, to be used by LESSEE to train NAL employees.
3. To have and to hold the premises with the appurtenances under the following terms: commencing October 17, 2016 through June 30, 2019 and may be terminated by either party giving the other thirty (30) days written notice. This lease may also be renewed at the end of the lease period by giving the LESSOR 30 days written notification.
4. The LESSEE shall pay the LESSOR a total not to exceed Three Thousand Dollars (\$4,800.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$150.00. 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 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, air conditioning, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. 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.
7. 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.
8. 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.
9. 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.

10. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice.

**LESSEE: North American Lighting
2275 South Main Street
Paris, IL 61944**

By: _____ Date: _____

Its: Anna Seaton

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

By: _____ Date: _____

Its: Terry L. Bruce, CEO

LEASE AGREEMENT
BETWEEN
SOUTHERN ILLINOIS CRIMINAL JUSTICE TRAINING PROGRAM
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of October, 2017, between Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Southern Illinois Criminal Justice Training Program, whose address is 1740 Innovation Drive, Suite 232 Box 41, Carbondale, Illinois 62903, 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 training and an office space at West Richland Center, located in Noble, Illinois (approximately 2,296 sq. ft.), and to share common space of the building that includes the break room and restrooms, to be used by LESSEE for training.
3. To have and to hold the premises with the appurtenances under the following terms: commencing October 1, 2017 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. This lease may also be renewed at the end of the lease period by giving the LESSOR 30 days written notification.
4. The LESSEE shall pay the LESSOR a total not to exceed Four Thousand Two Hundred Dollars (\$4,200.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$350.00. 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 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, air conditioning, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. 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.
7. 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.
8. 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.
9. 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.

10. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice.

**LESSEE: Southern Illinois Criminal Justice Training Program
1740 Innovation Drive
Suite 232 - Box 41
Carbondale, IL 62903**

By: _____ Date: _____

Its: Chuck Doan, Director

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

By: _____ Date: _____

Its: Terry L. Bruce, CEO

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

1. The Lease Agreement entered into this 1st day of January, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 301 S. Cross St. Ste 235, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing January 1, 2018 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand Seven Hundred Dollars (\$2,700.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.

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

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

LESSEE: Twin Rivers Vocational System

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

By: _____
Its: Troy Hickey

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its: Terry Bruce, Chief Executive Officer

WITNESS:

LEASE AGREEMENT

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

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

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

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

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

- 1. LEASE.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the exclusive right to construct, install, maintain, and operate wireless data communications equipment, personal property, and improvements associated with Tenant’s wireless communications business and/or the transmission and reception of radio communication signals for the purpose of providing broadband wireless internet service from the Site, including the transmission and reception of radio communication signals (the “Equipment”). Landlord shall provide utilities, including electricity, necessary to operate Tenant’s Equipment. Tenant may install, operate, maintain, repair, modify, upgrade, remove, or replace any and all Equipment at any time throughout the Term. Tenant will ensure that its Equipment does not materially affect the structural integrity of the Structure. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Equipment. Landlord hereby waives any and all statutory and common law lien rights which Landlord may have relating to the Equipment and all rights of distraint against such Equipment.
- 2. TERM.** The term of this Agreement shall begin on the Effective Date indicated above and shall continue for **five (5) years** (the “Initial Term”). This Agreement shall automatically renew for **five (5) additional terms of one (1) year** (each an “Extended Term”), unless Tenant notifies Landlord in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then existing Term. The Initial Term and any Extended Term are collectively referred to herein as the “Term.”

- 3. PAYMENTS.** In consideration for use of the Site, Tenant will pay to Landlord a monthly lease payment of **One Hundred Fifty Dollars (\$150.00)**, (the “Monthly Payment”), such payments to be made on or before the 5th of each month. Tenant will further provide **one (1) wireless internet access account** to Landlord free of charge. Such access will be provided through Tenant's existing wireless internet network with services equal to the premium residential account offered by Tenant to its customers. Should the premium residential account speed increase, such account shall increase accordingly. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the internet access account provided to Landlord will cease as of the date Tenant ceases transmissions.
- 4. ACCESS TO SITE.** Landlord agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, along with all related utility wires, cables and conduits. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of Tenant or such authorized persons may enter the Site.
- 5. MAINTENANCE.** Tenant shall, at its sole cost, maintain and repair the Equipment, along with Tenant’s related improvements, antennas, equipment, or other property approved by Landlord, in good working condition. At such times that Landlord becomes aware of required maintenance or repairs to be performed by Tenant, Tenant will complete such repair and maintenance within a reasonable period after receipt of notice thereof from Landlord except in the event of an emergency or when the wireless or internet/intranet access is not working correctly, whereupon the repair and maintenance shall be completed immediately upon Tenant becoming aware of such need for maintenance and repair, subject to Section 4 hereof.
- 6. TRANSFER OF INTEREST/ASSIGNMENT.**

 - 6.1. This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord’s interest in the Property takes such interest subject to this Agreement. In the event of the sale or other transfer of Landlord’s right, title and interest in the Property, Landlord shall be released from all liability and obligations occurring after the consummation of such sale or transfer, and the successor Landlord shall assume all of Landlord rights and obligations hereunder; provided, however, that Tenant is provided a copy of the recorded deed (or similar document evidencing such change in ownership) and IRS Form W-9 within thirty (30) days of such transaction.
 - 6.2. So long as Tenant is not in default in the performance of any of the terms, covenants or conditions of the lease on Tenant's part to be performed, Tenant's possession of the leased premises and Tenant's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party, and Tenant's occupancy of the Site shall not be disturbed by any subsequent mortgagee, lender, or acquiring party for any reason whatsoever during the Term or any Extended Term.

- 6.3. Provided (i) Tenant complies with this Agreement, (ii) Tenant is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan, or purchase agreement, and any proceeding to foreclose the same, will not disturb Tenant's possession under the Agreement and the Agreement will not be affected or cut off thereby.
- 6.4. Tenant may assign or transfer this Agreement at any time upon written notice to the Landlord, to: (i) any affiliate of Tenant; (ii) any entity resulting from a reorganization of Tenant or its affiliates; (iii) any entity which acquires a majority of Tenant's equity or assets by way of sale, merger, consolidation or other event. For purpose herewith, an affiliate shall mean any entity that controls, is controlled by, or under common control with Tenant.

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

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

8. DEFAULT.

- 8.1. In the event there is a default by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such

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

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

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

9. INDEMNIFICATION.

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

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

apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or its agents or employees.

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

11. INSURANCE. Throughout the Term of this Agreement, Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may obtain. Landlord shall be named an additional insured on all such policies and coverages.

12. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

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

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

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

13. DUTIES OF TENANT. Tenant agrees:

13.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense.

13.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.

- 13.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.
- 13.4. To keep the Site free of mechanics and materialmen's liens.
- 13.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Landlord, or if applicable, other Tenants of the Site. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference.

14. DUTIES OF LANDLORD. Landlord agrees:

- 14.1. To permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.
- 14.2. To allow installation of an electrical meter accessible to the Equipment.
- 14.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof. Permitting any use which Tenant does find to interfere with Tenant's operations will constitute a breach of this Agreement.
- 14.4. To notify Tenant in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.65 GHz, and 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Allowing the use or signing a subsequent lease that would allow use of these frequencies and bands will constitute a breach of this Agreement.

15. REGULATORY COMPLIANCE.

- 15.1. Landlord hereby certifies that the Structure is in full compliance with any and all applicable Federal Communications Commission ("FCC") antenna registration, Federal Aviation Administration ("FAA"), or painting and lighting or similar requirements. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, liability, or cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.
- 15.2. Landlord hereby certifies that it has completed all appropriate analysis and/or obtained necessary approvals for the Site with respect to any obligations for evaluation under any

and all applicable environmental or historic preservation laws including, but not limited to, the National Environmental Policy Act ("NEPA"), the National Historic Preservation Act ("NHPA"), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction now effective or hereinafter enacted or amended. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government imposed fines and/or forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant law, rule, or regulation.

16. MISCELLANEOUS.

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.
- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.
- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term "Confidential Information" means the existence and terms and conditions of this Agreement, and all non-public information about the disclosing party's business or activities, which shall include all business, financial, technical, and other information of such party. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

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

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

Tenant:

Skybeam, LLC dba Rise Broadband

Landlord:

Illinois Eastern Community Colleges/
Wabash Valley College

By: _____

Name: Nancy C. Hankins

Title: VP, Procurement and Contracts

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LEASE AGREEMENT
BETWEEN
SOUTHERN ILLINOIS UNIVERSITY MEDICINE
(CENTER FOR RURAL HEALTH AND SOCIAL SERVICE DEVELOPMENT)
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 19th day of June, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Southern Illinois University Medicine (Center for Rural Health and Social Service Development), whose address is Wheeler Hall, Mail code 6892, 975 S Normal Avenue, Carbondale, IL 62901, 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/OCC, 305 North West Street, Olney, Illinois 62450 (approximately 120 sq. ft.), 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 improving health and health care for southern Illinois counties.
3. To have and to hold the premises with the appurtenances under the following terms: commencing June 20, 2018 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to

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

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

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

LESSEE: Southern Illinois University Medicine

Wheeler Hall, Mailcode 6892
975 S. Normal Avenue
Carbondale, IL 62901

By: _____
Its: Gary Pezall, Executive Director
CORPORATE SEAL

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its: Terry Bruce, Chief Executive Officer
CORPORATE SEAL

WITNESS:

Agenda Item #8P

Affiliation Agreements

Certified Medical Assistant - Crawford Memorial Hospital - LTC

Certified Medical Assistant - Emerald Glen - LTC

Medical Office Careers - Fairfield Memorial Hospital - OCC

Medical Office Careers - Christopher Rural Health Planning - OCC

MEMORANDUM

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

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

IECC wishes to enter into affiliation agreements with:

Certified Medical Assistant - Crawford Memorial Hospital - LTC
Certified Medical Assistant - Emerald Glen - LTC
Medical office Careers - Fairfield Memorial Hospital - OCC
Medical Office Careers - Christopher Rural Health Planning - OCC

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

TLB/rs

Attachment

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

This Agreement entered into this 14th day of May 2018, by and between Crawford Memorial Hospital, located at 1000 North Allen, Robinson, IL 62454 (hereinafter referred to as the "AGENCY") and Illinois Eastern Community Colleges/Lincoln Trail College, located at 11220 State HWY1, Robinson, IL 62454 (hereinafter referred to as "COLLEGE"), on behalf of its Certified Medical Assistant Program.

WITNESSETH THAT:

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

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

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

I. FACULTY, STAFF AND APPOINTMENTS

The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGES'S CMA Program subject to the conditions and limitations contained herein.

The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses. The COLLEGE shall make necessary arrangements with AGENCY facilities to abide by the terms of this Agreement. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

II. STUDENTS

The COLLEGE and the AGENCY recognize that all students of the COLLEGE shall be an integral part of the health care team, and, therefore, will be allowed to participate in the facility assigned responsibilities under the close supervision of the AGENCY. The AGENCY will monitor student activities and will be responsible for notification of the students' progress to the COLLEGE.

The COLLEGE ensures validity and maintains the following documentation regarding students to be completed before clinical placement and shall provide AGENCY upon request, the following information:

- 1) 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive
- 2) Documentation of the following immunization records:
 - a. 2 MMR vaccines administered at least 28 days apart, or documentation of positive Rubella IgG, Rubeola IgG and Mumps IgG blood tests
 - b. 2 Varicella vaccines at least 1 month apart, or documentation of positive Varicella IgG blood test
- 3) Influenza vaccine or decline (Oct - March)
- 4) Physical exam documentation (ability to perform job functions/duties)
- 5) Negative drug screen
- 6) Clear Criminal Background Check
- 7) Active BLS Certification if applicable for position

The COLLEGE shall advise students of the confidential nature of information related to the AGENCY and its patients and require COLLEGE, COLLEGE faculty and students to maintain the confidentiality of all such information. “Confidential information” means any confidential information acquired by COLLEGE medical assistant students during the course of this Agreement, including, but not limited to any strategic, financial, and business information related to AGENCY, or its affiliated entities, and any medical information regarding its patients and clients and their records. The COLLEGE medical assistant students shall not disclose or discuss confidential information outside the context of clinical instruction. The provisions of this section shall survive the termination of this Agreement.

III. NOTIFICATION OF COLLEGE STUDENTS

The COLLEGE and the AGENCY acknowledge and agree that the students referred to in this Agreement shall be working in an environment in which personal safety and well-being are of paramount importance. The COLLEGE shall therefore advise the students of the personal safety issues associated with working in the vicinity of diseases and ill persons, the use and care of medical supplies and equipment, and the management and reporting of inappropriate and/or unprofessional treatment in the workplace.

IV. INDEMNIFICATION

The COLLEGE and the AGENCY indemnify and hold harmless each the other for acts or failures to act, regardless of intent, by its employees, agents, volunteers, consultants, governing board members, or affiliates.

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

V. RESPONSIBILITIES

RESPONSIBILITIES of the COLLEGE. The COLLEGE will:

- A. Appoint a qualified faculty member to be responsible for assignment of the Certified Medical Assistant Student clinical experiences and to act as liaison between the AGENCY and the COLLEGE.
- B. Confer with AGENCY so that COLLEGE and AGENCY make a mutual determination with regard to the assignment of particular students to the AGENCY, the number of Certified Medical Assistant students to be assigned, and the inclusive dates of the students' assignments.
- C. Require each student participating in the program to provide liability insurance coverage for professional malpractice with a limit of one million and no/100 (\$1,000,000) dollars for injury or damage to any one person and a limit of three million and no/100 (\$3,000,000) dollars for injury or damage arising from any one accident (in Indiana, \$250,000/\$750,000, according to the Patient Compensation Fund of Indiana).
- D. Require COLLEGE faculty and students to abide by the terms of this Agreement, applicable federal, state and local laws, and standards of accrediting bodies as well as policies and regulations of the AGENCY, including dress code.
- E. Comply with, and require Certified Medical Students and other employees, agents and representatives to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- F. Withdraw any Certified Medical Assistant Student from AGENCY who has been determined, by AGENCY, to be unacceptable for any reason, at any time. The AGENCY shall have the right to suspend a student immediately from clinical duties pending their formal withdrawal from the clinical program. The AGENCY may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the AGENCY. The AGENCY agrees to cooperate fully in the investigation and resolution of the student's status in the program, including the provision of written documentation of the student's unsatisfactory performance.
- G. Withdraw any Certified Medical Assistant Student from a rotation if there is a significant conflict between the student and AGENCY staff that would deter from the rotational experience.

- H. Provide the AGENCY with appropriate evaluation forms and instructions for their completion if applicable.
- I. Provide HIPAA / Confidentiality training to all students before clinical placement, and annually thereafter.

RESPONSIBILITIES of the AGENCY. The AGENCY shall:

- A. Have in place an exposure plan to implement in case of an accidental exposure to disease. The AGENCY and the COLLEGE shall educate students and faculty about the exposure plan. The AGENCY and the COLLEGE will also be responsible for education of students and faculty about universal precaution procedures while treating a patient and provide the student with a safe and clean working environment, following all appropriate rules and regulations i.e.; OSHA, Joint Commission.
- B. Provide an orientation for students to the AGENCY, including relevant policies and procedures.
- C. Satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies and be responsible for informing staff of the student's capabilities and functions.
- D. Understand that this Agreement is nonexclusive, and that both parties reserve the right to enter into similar agreements with other institutions.
- E. Not provide money to the student in return for his/her participation at the AGENCY.
- F. Understand that when applicable, patients/visitors shall be made aware that care is being provided by students. It is understood by all parties that patients have a right to refuse care rendered by students.
- G. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees. Said AGENCY will provide emergency care to students, at the student's expense, for illnesses and accidents, occurring while the student is in training at the Facility. The students are responsible for health care costs related to student injury or illness occurring in the AGENCY.
- H. Upon reasonable notice, permit the inspection by the COLLEGE or its accreditation agencies of the AGENCY facilities and the services available for clinical experience.
- I. Agrees to promptly inform the COLLEGE if significant problems of a personal or

professional nature develop which require faculty attention, knowledge, or consultation.

RESPONSIBILITIES of the Certified Medical Assistant Student. The STUDENT will:

- A. Students will not receive fees or salaries either in cash or kind, while serving as students at the AGENCY.
- B. Keep in force at all times during clinical assignment personal health insurance.
- C. Act professionally at all times when providing clinical services.
- D. Dress in a professional or appropriate manner, including College ID and/or comply with the AGENCY'S dress code.
- E. Always identify themselves as a Certified Medical Assistant Student from the COLLEGE.
- F. Provide the best care possible for all patients/visitors/staff; Demonstrate recognition of and respect for patient rights and safety.
- G. Demonstrate awareness of professional limitations and will only perform activities assigned by and under the supervision of their AGENCY.
- H. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the AGENCY.
- I. Follow the rules and regulations of the AGENCY clinic, hospital or other institutions in which he/she is placed.
- J. Maintain and respect patient confidentiality at all times.
- K. Be punctual and notify the Program COLLEGE contact and AGENCY of any absence.

VI. CONFIDENTIALITY OF PATIENT INFORMATION

The AGENCY shall have custody, control and ownership of all documents, books and records relating to AGENCY and AGENCY patients, including those generated by students. All patient records, films, referring physician correspondence, hospital charts, billing records, reports, insurance records, and any other document containing any patient information ("Patient Information") is confidential information utilized for purposes of providing treatment to patients. Students and the COLLEGE agree to keep all Patient Information confidential and to comply with applicable federal and state laws, rules and regulations regarding patient confidentiality including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). No Patient Information may be disclosed or used by the student other than in

conjunction with this clinical education program and as authorized by the AGENCY. The provisions of this section shall survive the termination of this Agreement.

VII. MISCELLANEOUS

It is mutually agreed:

- A. COLLEGE shall assume final responsibility for the education of the student.
- B. While assigned to AGENCY, COLLEGE and students will not be considered employees of AGENCY and AGENCY will not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation Insurance, malpractice insurance or other benefits to or on behalf of such students.
- C. AGENCY shall have the privilege of recruiting COLLEGE faculty or students for employment.
- D. No financial obligation will exist or result among the parties relative to this Agreement.
- E. Illinois Eastern Community Colleges, District #529 nor any party will discriminate against any student in the program on the basis of race, religion, sex, creed, national origin, veteran status, color, age or disability, in accordance with state and federal law. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.
- F. This Agreement is binding upon, and the benefits inure to, the parties and their respective successors and assigns.
- G. If any term of this Agreement is determined unenforceable, such term will not affect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision.
- H. This Agreement and the performance hereunder, and any and all litigation or proceedings hereunder, shall be construed in accordance with and pursuant to the laws of the State of Illinois.

VIII. TERM AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of two (2) years. Any party shall have the right to terminate this Agreement with thirty (30) days written notice of its intent to terminate. Students currently assigned to the AGENCY at the time of termination shall be allowed to complete the semester or quarter unless AGENCY requests the withdrawal of student under Article VII RESPONSIBILITIES OF the COLLEGE sub-paragraph G.

- b. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior or contemporaneous agreements of affiliation for clinical education between the COLLEGE and AGENCY.

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

AGENCY

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

Medical Services Director

Certified Medical Assistant Faculty Member

Agency Administrator

College Dean

College President

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

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE CAREERS PROGRAMS**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for
its Medical Office Careers Programs. (Hereinafter referred to as OLNEY CENTRAL COLLEGE) and
FAIRFIELD MEMORIAL HOSPITAL
(hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities
for Internships by students of the Medical Office Careers Programs, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and
faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience
in the field of Medical Office,

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

1. The AGENCY agrees to make its facilities available for medical office assistant
internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the
Coordinator of the Medical Office Careers Programs on behalf of OLNEY CENTRAL COLLEGE
and the Sponsoring Department on behalf of the AGENCY. The plan and program will be
organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact
information to the student(s) and AGENCY supervisor of the student(s). The specific
assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in
consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program

Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

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

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE or AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar

year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Careers Programs and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

AGENCY

Fairfield Memorial Hospital

OLNEY CENTRAL COLLEGE

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE CAREERS PROGRAMS**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for
its Medical Office Careers Programs. (Hereinafter referred to as OLNEY CENTRAL COLLEGE) and
CHRISTOPHER RURAL HEALTH PLANNING
(hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities
for Internships by students of the Medical Office Careers Programs, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and
faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience
in the field of Medical Office,

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

1. The AGENCY agrees to make its facilities available for medical office assistant
internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the
Coordinator of the Medical Office Careers Programs on behalf of OLNEY CENTRAL COLLEGE
and the Sponsoring Department on behalf of the AGENCY. The plan and program will be
organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact
information to the student(s) and AGENCY supervisor of the student(s). The specific
assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in
consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program

Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

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

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE or AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar

year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Careers Programs and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

AGENCY

OLNEY CENTRAL COLLEGE

Christopher Rural Health Planning Corporation

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

- A. Financial Report**
- B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
May 31, 2018**

FUND	BALANCE
Educational	\$8,161,196.35
Operations & Maintenance	\$836,169.43
Operations & Maintenance (Restricted)	\$909,336.82
Bond & Interest	\$401,094.54
Auxiliary	\$492,603.57
Restricted Purposes	(\$52,164.61)
Working Cash	\$236,845.74
Trust & Agency	\$407,618.49
Audit	(\$225.45)
Liability, Protection & Settlement	\$676,891.41
TOTAL ALL FUNDS	\$12,069,366.29

Respectfully submitted,

Terry L. Bruce, Treasurer

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**
- C. Semi-Annual Review of Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 15, 2018

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1., 400.2. and 400.5. have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change-in-Status**
- 400.3. Annual Review of FMLA Leave Taken during FY 2018**
- 400.4. Special Assignments FY 2019**
- 400.5. Resignation Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

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

B. Professional/Non-Faculty Non-Exempt

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

C. Classified

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

400.2. Change-in-Status

A. Administrative

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

B. Professional/Non-Faculty

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

400.3. Annual Review of FMLA leave taken during FY 2018

A. Birth of Child

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

B. Personal Illness

1. 7 days

2. 10 weeks
3. 11 weeks

400.4. Special Assignments FY 2019 (attachment)

400.5. Resignation Ratifications

A. Professional/Non-Faculty

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

B. Classified

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

Special Assignments Frontier Community College

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

Special Assignments Lincoln Trail College

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

Special Assignments Olney Central College

Academic		Approved 2017-18	Recommended 2018-19
1. Lonnie Barnes	Lead Inst Collision Repair Tech	\$450	\$450+ \$100 (Assessment Work)
2. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$450	\$450+ \$100 (Assessment Work)
3. Curtis Marshall	Lead Inst Welding	\$450	\$450+ \$100 (Assessment Work)
4. Amie Mayhall	Lead Inst Medical Office Assistant	\$500	\$500+ \$100 (Assessment Work)
5. Logan Marshall	Lead Inst Industrial Maintenance	\$450	\$450+ \$100 (Assessment Work)
6. Kristi Urfer	Lead Inst Accounting	\$500	\$500+ \$100 (Assessment Work)
Academic – Allied Health			
1. Wanda Douglas	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
2. Angelia Williams	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
3. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
4. Kathleen Hudson	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
5. Carol Kocher	Director of Radiography	\$1,000	\$1,000
6. Lisa Rauch	Clinical Coordinator, Radiography	\$500	\$500
Athletic			
1. Nicholas Short	Women's Head Softball Coach	\$6,000	\$0

Extra-Curricular			
1. Wade Baker	Performing Arts Coordinator	\$1,000	\$1,000
2. Laurel Cutright	WYSE Coordinator	\$350	\$0
3. Tammie Bohnhoff	Asst WYSE Coordinator	\$200	\$0
4. Rob Mason	Asst WYSE Coordinator	\$200	\$0
Other			
1. Clay Atkins	O & M Team Leader	\$5,825	\$5,825
2. Linda Shidler	Interim Director of the LRC	\$2,200/month	\$2,200/month

Special Assignments Wabash Valley College

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

Other			
1. Adam Roesch	O & M Team Leader	\$5,825	\$5,825

Special Assignments District Office

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

17. Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC		\$1,000
18. Chris Mathews	Life & Physical Science Discipline Facilitator – OCC		\$1,000
19. Tammie Bohnhoff	Math Discipline Facilitator – OCC		\$1,000
20. Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC		\$1,000
21. Jill Winter	English/Comm. Discipline Facilitator – WVC		\$1,000
22. Laura Bruck	Life & Physical Science Discipline Facilitator – WVC		\$1,000
23. Allen Brown	Math Discipline Facilitator – WVC		\$1,000
24. Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC		\$1,000
Athletic			
1. Tyler Browning	Athletics Compliance Coordinator	\$6,000	\$6,000
Other			
1. Renee Smith	Secretary to the Board	\$9,985	\$9,985
2. Ryan Hawkins	Treasurer	\$200/month	\$200/month

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment