

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

IECC Board of Trustees Meeting

Tuesday, June 18, 2024



Location:

**Frontier Community College, Bob Boyles Hall
2 Frontier Drive
Fairfield, IL 62837**

**Dinner – 5:30 p.m.
Meeting – 6:15 p.m.**

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**

**Tuesday, June 18, 2024
6:15 p.m.**

**Frontier Community College, Bob Boyles Hall
2 Frontier Drive
Fairfield, IL 62837**

- | | |
|---------------------------------------|------------------|
| 1. Call to Order & Roll Call | Chairman Carter |
| 2. Welcome from the Chair | Chairman Carter |
| 3. Recognition of Visitors and Guests | President Edgren |
| 3.A. Visitors and Guests | |
| 3.B. IECCEA Representative | |
| 4. Public Comments | |
| 5. Reports | |
| 5.A. Trustees | |
| 5.B. Chancellor | |
| 5.C. Presidents & Divisions | |
| 5.D. Division Report: Dual Credit | Megan Black |
| 6. Approval of Consent Agenda | Chancellor Gower |
| 6.A. Disposition of Minutes | 6 |

6.B.	2024-2025 IECC Catalog	10
6.C.	2024-2025 IECC Dual Credit Model Partnership Agreements	15
6.D.	Updated 2023 Annual Security Report	39
6.E.	MOU Richland Co. Health Office/ Emergency Preparedness	77
6.F.	Affiliation Agreements	80
7.	Action on Items Removed from Consent Agenda	Chancellor Gower
8.	Policy First Reading (and Possible Approval)	Chancellor Gower
8.A.	Policy 400.22 Salary Basis	114
9.	Policy Second Reading	Chancellor Gower
10.	Staff Recommendations for Approval	
10.A.	Renewal of Property, Casualty, & Liability Insurance Coverage	Mr. Hawkins 117
10.B.	Building and Maintenance Fund Resolution	Mr. Hawkins 118
10.C.	Inter-Fund Loans Resolution	Mr. Hawkins 120
10.D.	Working Cash Fund Resolution	Mr. Hawkins 122
10.E.	Payment of Accrued Bills	Chancellor Gower 124

10.F. Lease Agreements	Mr. Hawkins	125
10.G. RAMP FY'26	Mr. Hawkins	205
11. Bid Committee Report	Chancellor Gower	210
12. District Finance	Mr. Hawkins	
12.A. Financial Report		232
12.B. Approval of Financial Obligations		
13. Executive Session	Chancellor Gower	
13.A. 2(c)(1) Employment/Appointment Matters		
13.B. 2(c)(2) Collective Negotiating Matters		
13.C. 2(c)(12) Litigation		
14. Approval of Executive Session Minutes	Chancellor Gower	
14.A. Written Executive Session Minutes		
14.B. Audio Executive Session Minutes		
14.C. Semi-Annual Review of Executive Session Minutes		241
15. Approval of Personnel Report	Mrs. McDowell	243
16. Collective Bargaining	Chancellor Gower	
17. Litigation	Chancellor Gower	

18. Other Items

19. Adjournment

1. Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary Sonja Wease to call the roll.

Susan Batchelor: Present
John Brooks: Present
Roger Browning: Present
Gary Carter: Present
Brenda Culver: Present
Jan Ridgely: Absent
Barbara Shimer: Present
Jorri VanDyke
(Student Trustee): Present
Present: 6, Absent: 1.

Also present at the meeting, in addition to trustees:

Ryan Gower, Chancellor
Jay Edgren, President of Frontier Community College/ Vice Chancellor Academic Affairs
Tona Ambrose, President of Lincoln Trail College/Vice Chancellor Institutional Outreach
Ryan Hawkins, Chief Financial Officer/Treasurer
Andrea McDowell, Executive Director of Human Resources
Sonja Wease, Board Secretary

2. Welcome from the Chair – Chairman welcomed all who were present for the meeting.

3. Recognition of Visitors and Guests

3.A. Visitors and Guests – Robert Conn, Steve & Nixie Hnetkovsky were present.

3.B. IECCEA Representative - None

4. Public Comments - None

5. Reports

5.A. Trustees – None

5.B. Chancellor – Dr. Gower announced that Trustee Culver will be recognized for 25 years of service with ICCTA on June 7, 2024 in Lombard, IL.

5.C. Presidents & Divisions – Reports were presented by the Presidents & Vice Chancellors of each division.

5.D. Decennial Committee – The Board received a Decennial Report from the Chancellor and Chief Academic Officer addressing anticipated areas of opportunity and concern for the District in academic years 2026 and 2027.

6. Approval of Consent Agenda

Motion to approve the consent agenda as presented. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held on April 16, 2024 were presented for approval.

6.B. Revised 2024 Academic Calendar - Revisions to the 2023-2025 Academic Calendar were presented for approval to include the closing of campuses on November 5th (2024 Fall Semester) due to Election Day.

6.C. Student Code of Conduct – Revisions to the Student Code of Conduct were presented for approval to reflect the recent organizational changes.

6.D. Policy and Procedure 100.30 Emergency Succession – Minor updates were made to the policy.

6.E. Affiliation Agreements - – Chancellor Gower recommended approval of affiliation agreements with Crawford Memorial Hospital, Salem Township Hospital, and Fast Pace Medical Clinic, PLLC

7. Action on Items Removed from Consent Agenda - None

8. Policy First Reading (and Possible Approval)

8.A. Policy 100.40 Mission, Vision, and Values

Motion to waive second reading and approve policy 100.40 Mission, Vision, and Values. This motion, made by Barbara Shimer and seconded by Jorri VanDyke, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

9. Policy Second Reading - None

10. Staff Recommendations for Approval

10.A. Equity Plan

Motion to accept the Equity Plan as presented and authorize administration to submit to ICCB. This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

10.B. FY25 Tentative Budget

Motion to approve the Budget Resolution and Tentative Budget for the fiscal year beginning July 1, 2024 as presented. This motion, made by John Brooks and seconded by Roger Browning, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

10.C. Emergency Expenditure: TLB WRC HVAC System

10.D. Emergency Expenditure: LTC Pool Boiler Replacement

Motion to approve the emergency expenditure to replace the HVAC unit in the cafeteria of the Terry L. Bruce West Richland Center and Crawford County Recreation Center Pool Boiler unit. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

11. Bid Committee Report

Motion to approve the bid from Dasenbrock Fence of Teutopolis, IL in the amount of \$40,000 for the construction of a fence for the OCC Salvage Vehicle Storage Area. This motion, made by John Brooks and seconded by Roger Browning, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

12. District Finance

Motion to approve payment of district financial obligations for May 2024 in the total amount of \$1,654,739.81. This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

13. Executive Session - None

14. Approval of Executive Session Minutes

Motion to approve the executive session minutes from the meeting held on April 16, 2024. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

15. Approval of Personnel Report

400.1 Employment of Personnel

A. Faculty

1. Brittany Rose, Nursing Instructor, FCC effective August 7, 2024
2. Brooke Bower, Nursing Instructor, LTC effective August 7, 2024

B. Professional, Non-Faculty, Exempt

- 1. Jackson Hemrich, Temporary Full-time Welding Specialist, LTC effective May 22, 2024
- 2. Levi Johnson, Program Director of the International Student Program, DO effective July 1, 2024

400.2 Approval of Contracts for College Presidents/Vice Chancellors

400.3 Position Title Change

A. Professional, Non-Faculty, Exempt

- 1. Erin Volk, Director of Instructional Services to Director of Dual Credit effective July 1, 2024
- 2. Megan Black, Director of Instructional Services to Director of Dual Credit effective July 1, 2024

400.4 Retirement Ratification

A. Karen Marks, Nursing Instructor, FCC effective August 6, 2024

Motion to approve the foregoing Personnel Report as presented. This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

16. Collective Bargaining - None

17. Litigation - None

18. Other Items - None

19. Adjournment

Motion to adjourn at 7:31 p.m. This motion, made by Roger Browning and seconded by Jorri VanDyke, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

Approved: Chairman: _____

Secretary: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 18, 2024
RE: 2024 – 2025 IECC Academic Catalog

The District's academic catalog sets forth courses and programs and disseminates IECC's policies that apply to the operation of the District and its students. Throughout the year, the Board and Administration act on various items that impact the catalog. These changes are recorded on the IECC Catalog Change Log. Changes that affect the current academic year are also posted as an addendum on the iecc.edu website. All items on the Catalog Change Log are incorporated into the next academic year's catalog. The catalog, along with all posted addenda, are the binding document for the District's relationship with students.

Because high school counselors and District personnel continue to use the catalog when advising students, the District will print 627 catalogs (down from 817 the previous year) for a price of approximately \$4,677.00. Creasey Printing will print the catalog.

Please utilize the following link to view the 2024-2025 IECC Catalog:
https://my.iecc.edu/e4/_docs/2024_2025_Catalog_Approval.pdf

Following is a summary of changes that were made since the 2023-2024 catalog was printed.

I ask for the Board's approval to print the 2024-2025 IECC academic catalog and to post it on the website.

RG/pb

Attachment

IECC CATALOG CHANGE LOG (AY 2023-2024)

Description of Change	Effective Catalog Term*	
	2023-24	2024-25
July 2023		
Updated Transcript Requests to remove IECC's right to withhold official transcripts for outstanding debt. Effective June 2023. (p. 30)	√	
Changed name of OCC's Advanced Production Technician Program (INDMA C507) to Production Technician: Updated IECC Programs (Front Inside Cover), CTE & Career Clusters (p. 72), Production Technician Program page (p. 113). Effective Fall 2023.	√	
August 2023		
Updated the Phlebotomy (PHB C339) program's Admission and after Admission Requirements. (p. 132) Effective Fall 2023	√	
Updated Financial Information (Miscellaneous Fees): Removed \$15 LTC Natatorium Fee (p. 43) per August Board approval, effective 8-15-2023; added \$80/semester Recreation Center Fee (LTC) Assessed in fall and spring semesters to students taking 12 credit hours or more (p. 43) per August Board approval, effective spring term 2024.	√	
Updated Allied Health section, Academic Progress/Nursing and Readmission of Nursing Students . Simplified/clarified academic expectations for progression in the program and removed readmission information, making reference to the availability of this content in the Nursing Student Handbook. (pp. 62-63)		√
Updated Administration with new LTC and OCC Presidents, new CAO, and new Vice-Chancellor titles to all presidents. (p. 9)	√	
September 2023		
Updated LTC's Process Technology (PTEC D302) and (PTEC C301) curricula; replaced PTT 1205 Tech Reading/Writing/Reporting with ENG 1212 Technical Writing and; for the degree, increased General Education Hours from 18 to 20. (p. 134) Effective Spring 2024.	√	
Updated Campus Safety and Security with a rewrite of the first paragraph. No significant changes made. (p. 34)		√
Added First-Year Housing Policy (500.40) to Admission and Registration Information per Board approval of new policy, effective Fall term 2024.		√
October 2023		
Correction to Student Organizations and Athletics . Added "Athletic" to National Junior College Association.		√
Added new Board of Trustees photos.		√
Updated Child Care to include information pertaining to Buckeroo Early Education Center, housed at OCC. (p. 39)	√	
Updated Financial Information (Program & Course Fees) to reflect addition of new cost recovery fee (ATSSA Certification Exam at Actual Cost) to Electrical Distribution Systems per October Board approval. (p. 44) Effective Spring 2024.	√	
Corrected Academic Calendar (Year 2023-2024) by changing 2024 Spring Semester "Last Day to Withdraw from Courses" from March 19 to April 19 per October Board approval. (p. 6)	√	
Updated LTC's Process Technology (PTEC D302) curriculum; removed BUS 2104 Business Economics, decreasing credit hours by 3; fourth semester hours from 16 to 13 and program total hours from 63 to 60. (p. 134) Effective Spring 2024.	√	
November 2023		
Added 2 new OCC certificates: Auto Body (AUB C514) and Basic Auto Body (AUB C513) . Added to inside cover - list of programs; added to Financial Information, both have course fees that were previously approved by Board for other programs (p. 43); added to Career Clusters (p. 72); added to program pages (following Collision Repair Technology D515). Effective Fall 2023.	√	
Updated Physical Therapist Assistant CAPTE statement (by adding a second paragraph) as required by the accrediting agency.	√	

IECC CATALOG CHANGE LOG (AY 2023-2024)

December 2023		
Added Learning Commons to replace Tutoring and Learning Resource Centers topics; replaced Academic Success Centers with Learning Commons under Career Planning and Placement . These changes reflect the introduction of Learning Commons as the new term to replace Learning Resource Centers and Academic Success Centers. Learning Commons includes the libraries and the components that previously made up the Academic Success Centers. (pp 39-40)	√	
Updated Financial Information . Universal Fees: changed Technology Fee from \$5.00 per credit hour to \$9.00 per credit hour. Program & Course Fees: removed Computer Course/Lab Fee, Hybrid/HyFlex Course Fee, Online Course Fee, and Science Lab Fees and Courses. Per December 2023 Board approval. Effective Fall 2024. (pp. 43-45)		√
Updated Americans with Disabilities Act (100.12) content per policy and procedure revisions approved by Cabinet and Board December 2023. (p. 33)	√	
Updated Concealed Firearms Policy (100.28) to Weapons and Concealed Firearms Policy (100.28) – broadened the scope of the policy to include the prohibition of weapons on IECC property; updated the related Appendix H . Per December 2023 Board approval. (p. 35)	√	
January 2024		
Updated Financial Information to remove the old nursing fee structure that was in effect for students entering the program before Fall 2023.		√
Updated Graduation Honors to remove the table (and specifically information related to honors for the graduating class of Fall 2023 and prior). Identification of the honors relative to Spring 2024 and beyond will only be relevant in the next catalog printing. (There will be no reference to terms.)		√
Added Counseling and Mental Health Resources as a topic in the Student Services section.	√	
February 2024		
Added information to Counseling and Mental Health Resources pertaining to a student’s opportunity to designate a mental health contact.	√	
Updated Financial Information to remove inactivated Telecommunication Courses: TEL 1266, TEL 1271, TEL 1272, TEL 1274, TEL 1276, TEL 2264, TEL 2282, TEL 2288, TEL 2291, TEL 2292, TEL 2298, TEL 2299. Effective 6/1/2024 (p. 45)	√	
Updated the Educational Guarantee Policies in appendices (pp. 279-280) to reflect renumbering the policies from 500.18 to 800.10 (Transfer Degree) and 500.19 to 800.11 (CTE programs) per February 2024 Board approval. (Accordingly, updated these same policy numbers in Course Repeat Policy (p. 26)).	√	
Updated Financial Information, Tuition , to reflect rate changes to In-District, Out-of-District, Special Out-of-District, and Indiana Students in Designated Counties and the removal of Online Tuition per February 2024 Board approval. Effective Summer 2024. (p. 43)	√	
Updated Financial Information, Program & Course Fees , to add 2 fees for the new ICISP Study Abroad program per February 2024 Board approval. Effective Summer 2024. (p.44)	√	
March 2024		
Updated LTC’s Process Technology degree (PTEC D302) and certificate (PTEC C301) curricula, replacing TEL 1275 with DAP 1201 and reducing PTT 2298 by 1 credit. This results in no change to the total credit hours. Effective Summer 2024. (p. 134)	√	
Updated OCC’s Collision Repair Technology (AUB D515) curriculum, reducing MTH 1201 by 1 credit and increasing GEN 2297 by 1 credit. Effective Summer 2024. (p. 89)	√	
Updated Academic Progress/Nursing in Allied Health to remove content related to the HESI (or equivalent) exit exam which will no longer be used as a means of measuring achievement after Spring 2024 term. (p. 62) (Corresponding Policy approved by Board in March for deletion eff. 5/31/2024.)	√	
Added AY 2025-2026 Calendar . (p. 7) per Academic Calendar 2025-2027 approved by Board in March.		√
Updated OCC’s Automotive Service Technology (AUM D520) curriculum. Increased GEN 2297 by 1 credit; reduced MTH 1201 by 1 credit; revised semester credit hours accordingly. Effective Summer 2024. (p. 83)	√	
Updated OCC’s Administration of Justice (JUS D390) curriculum. Fourth Semester, changed from 15 to 18 credits due to: Removing DAP 2202, adding JUS 2200, adding SPE 1111 as an alternative to SPE 1101. Changed Total credits from 60 to 63. Effective Summer 2024. (p. 76)	√	

IECC CATALOG CHANGE LOG (AY 2023-2024)

Updated FCC's Automotive Technology (AUM D522) curriculum. Second Semester, changed from 16 to 15 credits due to: Replacing PHY 1110/PHY 1111 at 4 credits to Science Gen Ed Elective at 3 credits. Fourth Semester, changed from 19 to 21 credits due to: reducing AUM 2230 credits by 1 and adding AUM 2276 at 3 credits. Changed Gen Ed Hours from 17 to 16 credits. Changed Total credit from 68 to 69. Effective Summer 2024. (p. 86)	√	
Added new FCC certificate, Gas Utility Construction & Srv (GAS C306): Front inside cover and Career Clusters page updated; program page added; Effective Summer 2024.	√	
Updated LTC's Electronic Medical Records (HIM C194) to remove HIM 1207 as an alternative to HEA 1225 and removed note for students considering nursing to take HEA 1225. (p. 100) Effective Summer 2024	√	
April 2024		
Updated OCC's Medical Coding Associate(MCOD C189) curriculum, replacing LSC 2264 with LSC 2265. Effective Summer 2024. (p. 110)	√	
Updated FCC/LTC's Certified Medical Assistant (MEDA D292) curriculum. First Semester: Removed HIM 1207. Second Semester: Added ENG 1212 as an alternative to ENG 1111 or ENG 1201. Summer Semester: Reduced Internship hours from 6 to 3. Fourth Semester: Removed ENG 1212 and LSC 2114. Changed Total Credit Hours from 72 to 65 and Gen Ed Hours from 16 to 15. Effective Summer 2024 (p. 121)	√	
Updated FCC/LTC's Medical Assistant (MEDA C192) curriculum. First Semester: Removed HIM 1207. Second Semester: Added ENG 1212 as an alternative to ENG 1111 or ENG 1201. Summer Semester: Reduced Internship hours from 6 to 3. Changed Total Credit Hours from 39 to 36. Effective Summer 2024 (p. 122)	√	
Updated Eligibility related to Student Financial Aid to include the statement: <i>and/or beyond the age of compulsory school attendance in the State of Illinois</i> . This text has been added to the current bullet point: <i>Have a high school diploma (or its recognized equivalent)</i> . Effective immediately to ensure the disseminated eligibility criteria agree with IECC practice and requirements. (p. 46)	√	
Added information related to the return of financial aid when a student has a credit balance. This is found under Disbursing Funds within the topic of Financial Aid Withdrawals. Effective immediately to ensure dissemination of IECC's practice and per federal regulations. (p. 49)	√	
Updated Determining Last Date of Attendance to include the 10-day check to reflect actual practice.		√
Changed WVC's SSS D425 program title from Social Services Specialist to Human and Behavioral Health . Updated list of program on inside cover and Career Clusters. Effective Fall 2024		√
Updated Distance Education to remove HyFlex as a modality option. (p. 28) Also removed references to HyFlex under General Information (p. 11) and MyIECC (p. 39) This method is no longer being offered.		√
Updated LTC's Electronic Medical Records (HIM C194) to remove TEL 1275 (withdrawn course) as an alternative to DAP 1201 and reduced GEN 2297 credits by 1. Effective Fall 2024.		√
Updated OCC's Health Information Technology (MCOD D188), Medical Office Assistant (SMED D190), and Medical Transcription (MEDTR C195) to change LSC 2264 (withdrawn course) to LSC 2265. Effective Fall 2024.		√
Changed Class Attendance to Student Attendance Policy (500.41) and updated content to reflect new policy approved by Board April 2024;effective immediately. (p. 29)	√	
Revised Tuition Waivers topic to include text related to Specified Counties. (Special Out-of-District Students and Indiana Students in Designated Counties) These counties were previously listed within the Tuition section, but by relocating it makes it clear that this is a waiver and not a tuition classification. (p. 45)		√
Updated OCC's Equipment Technician (INDMA C502) curriculum. Replaced EGR 1131 with a Technical Elective. Effective Fall 2024. (p. 112)		√
Updated OCC's Medical Coding Associate (MCOD C189) curriculum. Removed BOC 1201 or Equivalent Skills (Semester 1, reducing credits from 17 to 15) and reduced Total Credits Hours from 40 to 38. Effective Fall 2024. (pg. 110)		√
May 2024		
Replaced our Purposes with our Strategic Pillars on the Mission, Vision, and Values page. Also updated the Institutional Learning Goals page to remove purposes and add vision. (pp. 2-3)		√

IECC CATALOG CHANGE LOG (AY 2023-2024)

<p>Removed 17 certificates/degrees from program pages due to inactivation. LTC's: Industrial Management (INDMG D274), Manufacturing Skills (INDMG C272), Electronic Medical Records (HIM C194), Pharmacy Technician (PHM C337); OCC's: Drone Technology (UAT D576), Drone Pilot (UAT C577), Medical Office Assistant (SMED D190), Medical Transcription (MEDTR C195), WVC's: Advanced CNC Programming (MANUF C566), Automation (MANUF C559), Manufacturing Design (MAUF C556), Industrial Technician (C546), Inter Industrial Technician (INDS C547), Adv Industrial Technician (INDS C548), Entertainment Business (MEDIA C252), Media Communications (MEDIA C253), Sales (SALES C240). Additionally, updated List of Programs (inside front cover), Career Clusters (pp. 71-72), and Financial Information (p. 44, removed Drone Technology, Electronic Medical Records, and Pharmacy Technician). Effective Summer 2024.</p>	√	
<p>Updated WVC's Marketing Business Management (MARKT D235) to remove a note that referred to Sales (C240) which has been inactivated. Effective Summer 2024. (p. 116)</p>	√	
<p>Revised Academic Calendar (AY 2024-2025) to reflect removal of October 15 - No Classes. District Faculty/ Staff Professional Development Day and addition of November 5 – Campuses Closed. Election Day.</p>		√

* Revisions to current catalog term are documented via addendum on the website at <https://www.iecc.edu/catalog>
 Revisions to next year's catalog term will be reflected in the next printed catalog (along with revisions by addendum.).

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 6, 2024
RE: 2024-2025 IECC Dual Credit Model Partnership Agreements

The 2024-2025 IECC Dual Credit Model Partnership Agreements (MPA) have been signed and submitted by all sixteen District 529 high schools.

These Model Partnership Agreements include the new IECC Three to Your Degree (T2YD) Program information. T2YD is defined as a program offered by Illinois Eastern Community Colleges which allows high school students to earn high school and college credit simultaneously to complete a General Education Core Curriculum transfer degree during a student's junior and senior year in high school combined with attending one year at IECC. T2YD will assist students and high school counselors in identifying intentional, purpose driven course selections with guaranteed IECC dual credit offerings. See Exhibit B-4.

I would ask the Board to accept these sixteen 2024-2025 IECC Dual Credit Model Partnership Agreements.

RG/am

Attachments

Illinois Eastern Community Colleges

("College District")

AND

("School District")

THIS DUAL CREDIT MODEL PARTNERSHIP AGREEMENT ("Agreement") is entered into as of the Effective Date (as defined herein) in accordance with the Dual Credit Quality Act (110 ILCS 27/1) ("DCQA"). In the Agreement, both the College District ("College") and the School District ("School") are referred to as the "Parties," and each, a "Party."

This Agreement shall supplement any other partnership agreement between the Parties for dual credit delivery and administration ("Local Agreement"). In the event of any conflict or inconsistency between this Agreement and a Local Agreement, the Local Agreement will control. The Parties may, by mutual agreement, modify or delete any terms of the Partnership Agreement as adopted by ISBE and ICCB, or agree to supplemental terms.

The Parties agree to implement the following Exhibits as marked by "X" in addition to Exhibit A, Definitions and General Terms:

_____ Exhibit B: Course Availability; Teacher and Course Approval

_____ Exhibit C: Cost and Fee Structure

_____ Exhibit D: Student Procedures, Student Supports, Data, and Partnership Review

Exhibit A and the other Exhibits marked above are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement. The Parties hereby confirm their agreement to the terms set forth herein.

FOR THE COLLEGE DISTRICT

Chair of the Board or Designee

Printed Name

Signature

Date

FOR THE SCHOOL DISTRICT

Chair of the Board or Designee

Printed Name

Signature

Date

Exhibit A – Definition and General Terms

I. Definitions

All capitalized terms used in this Agreement will have the meaning set forth below or as defined in the Agreement:

“College Course Contact” means the [IECC Directors of Dual Credit](#) or their designee to serve as a contact for a Type A Course Instructor [whose responsibilities include:](#)

- i. Serving as a contact and ongoing resource to the Instructor during the course delivery, including being available for consultation on a timely basis as reasonably requested by the Instructor;
- ii. Coordinating course administrative tasks, such as feedback on syllabi and course assessments;
- iii. Sharing and supporting integration of updated course content materials used on campus, and notifying the Instructor of professional development opportunities; and
- iv. Other support for implementing the Course Documentation as directed by the College.

“Course Documentation” is defined in Exhibit B - Course Availability; Teacher and Course Approval, Section IV. Course Planning and Documentation, C. Course Documentation.

“College Dual Credit Liaison,” or “College Liaison” means an individual [designated by IECC Vice Chancellor of Institutional Outreach \(VCIO\) or their designee, who has](#) primary responsibility for the management and administration of this Agreement and the dual credit relationship with the School.

“Course Planning” is defined in Exhibit B - Course Availability; Teacher and Course Approval, Section IV. Course Planning and Documentation, B. Course Planning Decision Areas

“Course Planning [Decision Areas](#)” is defined in [Exhibit B - Course Availability; Teacher and Course Approval, Section IV Course Planning and Documentation B. Course Planning Decision Areas](#)

“Course Request Form” means the form attached as Exhibit B-1 Course Request Form of this Agreement, or another form agreed upon by the Parties that substantially addresses the information requirements of Exhibit B-1 Course Request Form.

“DCQA” means the Dual Credit Quality Act (110 ILCS 27/1 et seq.).

“DCQA Qualifications Requirements” means any of the minimum academic credential requirements an Instructor must meet as set forth in paragraph (1), (2), or (3) of Section 20 of the DCQA.

“Dual Credit Course Articulation Agreement” means the form attached as Exhibit B-3 of this Agreement, which provides information about a specific Type A course and is

completed by each Instructor teaching a course and signed by the Instructor, School Principal, and [IECC Chief Academic Officer \(CAO\)](#) every five years.

“School Dual Credit Liaison,” or “School Liaison” means an individual designated by the School’s Superintendent as having primary responsibility for the management and administration of this Agreement and the dual credit relationship with the College.

“Dual Credit Course”, or “Course”, means a College course taken by a high school student enrolled in the School for credit at both the college and high school level.

“Dual Enrollment” students are high school students who are simultaneously enrolled in high school and with IECC, but the courses are only transcribed for IECC. Dual credit courses are a single course that earns academic credits recognized and transcribed by both the high school and IECC. Dual Enrollment students pay full tuition and fees.

“Effective Date” means either the date of execution by both the College and the School, or, if either Party does not execute the Agreement by the timelines required in Section 16 of the DCQA, the date established by either ISBE (with respect to the School) or ICCB (with respect to the College) as the Effective Date.

“FERPA” means the Family Educational Rights and Privacy Act of 1974, and the regulations at 34 CFR Part 99.2.

“ICCB” means the Illinois Community College Board.

“In-District Rate” means the College’s in-district per credit hour tuition and standard fee rate as reported to and annually published by ICCB.

“Instructor” means a high school teacher proposed by the School to teach a Type A Course.

“Instructor Qualifications Documentation” is defined in Exhibit B, Section II.C.

“Qualified and Competent Faculty Form” means the form attached as Exhibit B-2 of this Agreement, or another form agreed upon by the Parties that substantially addresses the information requirements of Exhibit B-2.

“ISBE” means the Illinois State Board of Education.

“Liaisons” means the College Dual Credit Liaison and the School Dual Credit Liaison.

“Local Agreement” is defined on the signature page of this Agreement.

“Core Priority Course” means a course in the [IECC Three to Your Degree Program Model](#) outlined in [Exhibit B-4 in the Model Partnership Agreement](#) document.

“Elective Course” means any Dual Credit Course that is not a [GECC \(General Education Core Curriculum\)](#) transfer course or [Priority Career Pathway Course](#).

“Parties” and “Party” are defined on the signature page of this Agreement.

“Priority Career Pathway Course” means a career-focused course that has been identified by the School, after consultation with the College, in its submission to ISBE as an early college credit course within a career-focused instructional sequence as part of a College and Career Pathway Endorsement system under the Postsecondary and Workforce Readiness Act (110 ILCS 148/1 et seq.) or specifically required by the curriculum in an IECC Career and Technical Education (CTE) degree or certificate.

“Supplemental Requirements” is defined in Exhibit C – Cost and Fee Structure, Section V. Charges to Students/Families

“Three to Your Degree” is defined as a program offered by Illinois Eastern Community Colleges which allows high school students to earn high school and college credit simultaneously to complete a General Education Core Curriculum transfer degree during a student’s junior and senior year in high school combined with attending one year at IECC. T2YD will assist students and high school counselors in identifying intentional, purpose driven course selections with guaranteed IECC dual credit offerings. See Exhibit B-4 Three to Your Degree.

“Type A Course” means a Dual Credit Course taught at a high school or other School-managed location by one or more School teachers.

“Type B Course” means a Dual Credit Course taught at a high school or other School-managed location by one or more College faculty members.

“Type C Course” means a Dual Credit Course that is taught by College faculty but delivered online, using synchronous learning technology, or other hybrid models of other types.

“Type D Course” is a Dual Credit Course taught at the College or a College satellite location (other than a School-managed location) by one or more College faculty members.

II. General Terms

- A. Liaisons; Disputes. Each Party will designate a Liaison. The Parties will use good faith efforts to collaboratively resolve any disputes regarding this Agreement through their Liaisons. Disputes regarding the College’s basis for disapproval of Instructors for Type A Courses will be resolved in accordance with Exhibit B – Course Availability; Teacher and Course Approval, Section III. Action on Course Requests B. Instructor Qualifications Review for Type A Courses. Disputes regarding the Parties’ inability to reach agreement on Course Planning Decision Areas and Course Documentation despite good faith efforts will be resolved in accordance with Exhibit B - Course Availability; Teacher and Course Approval, Section III. Action on Course Requests. In the event any other dispute under this Agreement cannot be timely resolved, either Liaison may refer the dispute to IECC’s Chief Academic Officer and the School District’s Superintendent for resolution. If the dispute can still not be resolved within thirty (30) days after such a referral, the Parties will notify ISBE and ICCB and the dispute will be resolved by authorized representatives of ISBE and ICCB. The

resolution of the dispute by authorized representatives of ISBE and ICCB will be binding on the Parties.

- B. Amendment. This Agreement may be amended at any time by the written agreement of both Parties.
- C. Term and Termination. This Agreement will remain in effect unless terminated by the mutual agreement of the Parties. ISBE and ICCB shall be notified of any termination.
- D. Applicable Law and Severability. This Agreement shall be governed by the laws of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, regulation, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this agreement or any part thereof. In the event this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

Exhibit B – Course Availability; Teacher and Course Approval

I. School Course Offerings

A. Offering of Type A Courses.

1. Subject to the College's approval of the Instructor and the Parties' mutual agreement to the Course Documentation in accordance with this Exhibit B -Course Availability; Teacher and Course Approval, the College will approve Type A **Core** Priority Course requests.
2. To offer a different Type A Core Priority course under the Core Priority definition, schools should complete Exhibit B-5 Request for Alternative Priority Course including related documents for review of course content for quality. This includes, but is not limited to Articulation Agreement Form, course syllabus, course outline connecting Student Learning Outcomes to course topics and activities, and samples of course content assessments. Courses requested must meet the General Education Core Curriculum (GECC) and Illinois Articulation Initiative (IAI). A full list of the GECC and IAI courses can be found in the IECC Academic Course Catalog.
3. The College may disapprove **Elective** Type A Course requests if deemed necessary by the College to ensure appropriate levels of oversight and support for **Core** Priority Courses and other aspects of its dual credit partnership with the School.

B. Offering Type B, Type C, and Type D Courses.

1. In determining the offering of Type B, Type C, and Type D Courses, the Parties will prioritize **Core** Priority Courses for which the School does not have sufficient qualified teachers to meet student demand.

2. Offering Type B Courses (courses taught by an IECC faculty in the high school) must meet minimum student enrollment guidelines for a course to be offered at the high school location. High school dual credit liaisons may collaborate with the IECC Office of Dual Credit to determine alternatives when student enrollment may be less than the IECC student enrollment guidelines for course determination.
3. The College may disapprove a Type B Course request if the College determines, in its sole discretion, that the College is unable to provide a qualified faculty. The Parties will mutually specify the Type C and Type D Courses, if any, that will be subject to this Agreement.
4. Type C and Type D Courses are subject to cancellation or modification by the College in accordance with generally applicable College policies.

II. Course Request Process

- A. New Courses. To initiate a request to offer a new Type A Course, the School Liaison must complete and submit to the College Liaison a Course Request Form for each proposed Course along with unofficial transcript(s) and resume, if appropriate, of the proposed instructor. Schools may submit a Course Request to add a Type A IECC course to the IECC Three to Your Degree Program to the Office of Dual Credit. The Course Request determination by the Office of Dual Credit will include a review of course content for rigor, and alignment for quality using the Course Quality Rubric which includes, but is not limited to, course syllabus, course outline connecting Student Learning Outcomes, and samples of course content assessments.

For a Fall semester Course, the Course Request Form must be submitted to the College Liaison by no later than **May 5** of the same calendar year. For a Spring or Summer Semester Course, the Course Request Form must be submitted to the College Liaison by no later than **October 5** of the same academic year. **Unless unforeseen circumstances occur or are agreed to by the College, adherence to the stated dates is necessary to build the requested courses.**

III. Action on Course Requests

- A. Course Disapproval. The College may disapprove a **request for Core-Priority, Non-Priority, Priority Career Pathway, or Elective** Type A or Type B Course request for the reasons described in Section I of this Exhibit B: Course Availability; Teacher and Course Approval. The basis for the disapproval must be provided on the Course Request Form and returned to the School within fourteen (14) days of the College's receipt of the form. Unless otherwise agreed by the School, the College must proceed to the Instructor Qualifications Review process in Section II.C of this Exhibit (Course Availability; Teacher and Course Approval) for a Priority Type A Course and, if the Instructor is approved, the Course Planning and Documentation process in Section III (Course Planning and Documentation) of Exhibit B (Course Availability; Teacher and Course Approval). Upon the College's disapproval or the Parties' mutual agreement to discontinue the Course request and approval process, the School may pursue an alternative provider for that Course in accordance with Section V. Observation and Review of Course Delivery of this Exhibit (Course Availability; Teacher and Course Approval).
- B. Instructor Qualifications Review for Type A Courses. For a new Type A Course Request, the School Liaison will include with the Course Request Form the Qualified and Competent

Faculty Form identifying the proposed Instructor and demonstrating how the Instructor meets the DCQA Qualifications Requirements (“Instructor Qualifications Documentation”). The College Liaison will review the Instructor Qualifications Documentation [and consult with the Chief Academic Officer as necessary](#) and will respond to the School Liaison with preliminary approval or disapproval within fourteen (14) days.

1. If preliminarily approved:
 - a. The College Liaison will indicate preliminary approval on the Course Request Form pending receipt of the Instructor’s official transcripts;
 - b. If known by the College, the College will identify the College Course Contact; and
 - c. The School Liaison will provide the official transcripts of the Instructor and contact the College Liaison to commence Course Planning and Documentation in accordance with Section III of this Exhibit (Course Availability; Teacher and Course Approval).
2. If disapproved, the College Liaison will identify the basis for disapproval in writing on the Instructor Qualifications Review Form and submit the written rationale to the School Liaison. The rationale must specifically indicate the basis for why the proposed Instructor does not meet the DCQA Qualifications Requirements, or another legitimate basis for why the College is unable to approve the proposed Instructor for the Course. The College cannot require an Instructor to exceed the DCQA Qualifications Requirements. Thereafter, the School Liaison may request an in-person or teleconference meeting to discuss the disapproval among the applicable College Dean, the Liaisons, and the School Superintendent (or designee). The College will participate in such a meeting if requested. Further, upon disapproval, and with or without requesting a meeting to discuss, the School may pursue an alternative provider for that Course in accordance with Section V of this Exhibit (Course Availability; Teacher and Course Approval).
3. The School must submit a new Qualified and Competent Faculty Form [to the IECC Director of Dual Credit for subject area and course requesting to teach](#) for the review and approval process set forth in this Section any time the School proposes a new Instructor assignment for an approved Course.

C. [Final Instructor Approval](#). After approval of the Qualified and Competent Faculty Form, additional documents and legal requirements must be completed within 15 days.

IV. Course Planning and Documentation

- A. [Purpose; Schedule](#). The purpose of the Course Planning and Documentation process described in this Section IV (“Course Planning”) is to ensure that Dual Credit Courses address equivalent content and include the same learning outcomes as those courses taught at the College. The Liaisons will determine the schedule and logistics of Course Planning, provided that:
 1. The Course Planning schedule must ensure its completion, including completion of the Course Documentation described in Section IV.C of this Exhibit B, by a date that enables the School to prepare the Instructor (with respect to Type A Courses) and enroll students as of its planned start date;

2. The schedule and logistics must ensure that all prerequisites and placement requirements are determined in time to ensure certainty for high school scheduling and enrollments;
 3. The schedule and logistics must ensure adequate timing and engagement opportunities to collaboratively address the applicable Course Planning Decision Areas described in Section III.B (Instructor Qualifications Review for Type A Courses) of this Exhibit (Course Availability; Teacher and Course Approval); and
 4. With respect to Type A Courses, the schedule and logistics must ensure the College Course Contact and Instructor have multiple opportunities to discuss Course content, delivery, and learning outcomes, and that an adequate onboarding process is designed and delivered for the instructor.
- B. Course Planning Decision Areas. The Course Planning must result in documented agreement between the Liaisons on the administrative aspects and course content topical areas specified in this Section IV. B (“Course Planning Decision Areas”) and must be described in the form attached as Exhibit B-3 Dual Credit Course Articulation Agreement or another form agreed upon by the Parties. For Type A Courses, all the Course Planning Decision Areas must be addressed. For Type B and D Courses, the Liaisons will determine which of the Course Planning Decision Areas are applicable to the Course Planning process for that Course.
1. Course content and instruction, including:
 - a. Curriculum, which will include the College’s sharing of core content materials and syllabi used for the Course on campus;
 - b. Textbook and materials, which will include the College identifying any common textbook selected by faculty for all sections of the Course taught on campus;
 - c. Other facilities, technology, or equipment needed for the delivery of the Course, including the identification of any Supplemental Requirements;
 - d. Assessment of learning outcomes, which will include the College sharing any common assessment materials and rubrics for the Course along with any expectations related to the College’s assessment of student learning outcomes program; and
 - e. Accreditation requirements.
 2. Course administration, including
 - a. Utilization of the College’s course management system or another system acceptable to the Parties;
 - b. The College’s academic calendar and class scheduling requirements and the impact on delivery of the Course;
 - c. The College’s processes and timing for submission of class rosters and grades; and
 - d. The anticipated student count and number of sections.
 3. Student prerequisites for enrollment (if any), placement requirements (if any), and any additional student registration or application requirements. The College will ensure that all placement requirements are evidence-based, include multiple appropriate measures to determine whether a student is prepared, address equity of high school student access to placement tests, and enable the use of standardized assessments appropriate to the grade level of potential students
 4. Instructor support and expectations, including:

- a. If not already identified, designation of the College Course Contact;
 - b. The onboarding process and expectations to ensure new Instructors are sufficiently trained in the Course content and learning outcomes, with expectations not to exceed those of adjunct faculty.
 - c. Ongoing available and required training and professional development opportunities for the Instructor, including a description of trainings and workshops available for the specific discipline as established by the College, with expectations not to exceed those of adjunct faculty; and
 - d. A description of the review and observation process to be used by the College under Section IV (Course Planning and Documentation) of this Exhibit, with student evaluation procedures as applicable, which must include the College’s provision of the instrument(s) to be used.
5. Contingency plans that accommodate the delivery of the Course and minimize disruptions to students, including:
- a. A contingency plan if the approved Instructor is no longer able to teach the Course, which may involve using a different qualified high school teacher or offering the Course as a Type B or Type D Course; and
 - b. Plans for the Course delivery in the event a long-term substitute is required.
6. Other professional expectations for the Course.
- C. Course Documentation. The Liaisons will jointly document the understandings arising from the Course Planning (“Course Documentation”) by no later than thirty (30) days prior to the scheduled first day of the Course, unless a later date is approved by the School. If, however, despite good faith efforts, the Liaisons are unable to reach agreement on the Course Documentation, then either (a) the Parties may mutually agree not to offer the Course, or (b) either Liaison may refer the disputed matter or matters to the [IECC Vice Chancellor of Institutional Outreach \(VCIO\)](#) and the School’s Superintendent for resolution. If the disputed matter(s) can still not be resolved through good faith efforts within thirty (30) days, the School may pursue an alternative provider for that Course in accordance with Section V (Observation and Review of Course Delivery) of this Exhibit (Course Availability; Teacher and Course Approval).
- 1. [The Parties will ensure the delivery of the Course in accordance with the Course Documentation.](#) If the College reasonably determines that the School is not adhering to the Course Documentation, the College Liaison will notify the School Liaison and provide the School with a reasonable opportunity to correct the matter. If following a reasonable opportunity to correct, the School is not adhering to the Course Documentation, the College may withdraw its approval of the Course for the next semester, and the School may pursue an alternative provider for that Course in accordance with Section V of this Exhibit (Course Availability; Teacher and Course Approval).
- D. Multiple School Districts. The College may establish a Course Planning process with multiple school districts offering the same Course.

V. Observation and Review of Course Delivery

- A. Purpose; Process. The College’s Dean of Instruction or designee will observe and review the delivery of each Type A Course in a manner that is consistent with the College’s review and evaluation policy and procedures for on-campus adjunct faculty and any related agreements set forth in the Course Documentation. The College will schedule and coordinate all aspects of the observation and review with the School Liaison in a collaborative manner. This **observation and review** shall not impact the Instructor’s performance evaluation under Article 24A of the School Code. The **observation and review** may impact the Instructor’s approved status and future eligibility as an adjunct faculty member for that Course in accordance with the College’s policies and procedures.
- B. Sharing Results. No later than thirty (30) days after the observation and review, the College will share the results with the School Liaison and be available to discuss the results with the School Liaison, the High School Principal, and the Instructor.

VI. Alternative Providers

- A. Upon disapproval by the College of a Course request pursuant to Section II. Course Review Process, disapproval of an Instructor pursuant to Section III. Action on Course Requests A. Course Disapproval, failure to reach agreement on Course Documentation pursuant to Section III, or the College’s withdrawal of Course approval pursuant to Section III. Action on Course Requests C. Final Instructor Approval, the School may pursue an alternative provider of that Course and will notify the College Liaison of its intent to do so. Thereafter, the College will not object to, or seek to limit, the School’s ability to contract with another community college or institution of higher learning (whether in-state or out-of-state) for delivery of that Course. Nothing in this Agreement restricts the ability of the School to pursue Dual Credit Course delivery with an in-state institution of higher learning at any time, for any reason.

Exhibit C – Cost and Fee Structure

I. Cost Structure – Type A Courses

- A. The School is responsible for making payment to the College for all Course costs on behalf of all students enrolled in Type A Courses in accordance with this Agreement.
- B. The cost structure for Type A Courses, on a per course basis, shall be as follows:
 - 1. For Core Priority or Priority Career Pathway Courses (courses that are part of the IECC “Three To Your Degree Program” or specifically required by the curriculum in an IECC Career and Technical Education (CTE) degree or certificate), a per-student per-course enrollment fee of \$25 will be charged to the school, subject to paragraph I.C below.
 - 2. For Elective Type A Courses (courses not identified as Core Priority or Priority Career Pathway), a per-student per-course enrollment fee of \$50 will be charged to the school, subject to paragraph I.C below.

- C. No other fees or costs will be charged by the College for Type A Courses, except as provided in Section V. Charges to Students/Families; Low-Income Discounts and Waivers of this Exhibit C – Cost and Fee Structure regarding Supplemental Requirements.
- D. The College will utilize revenue received by the School for Type A Courses for the coordination and administration of dual credit partnerships with school districts, costs associated with advising, publications, and transcription, as well as the delivery and administration of Dual Credit Courses (which may include all Types).

II. Cost Structure – Type B, Type C, and Type D Courses.

- A. The School is responsible for making payment to the College for all Course costs on behalf of all students enrolled in Type B, Type C, and Type D Courses in accordance with this Agreement.
- B. The cost structure for Type B, Type C, and Type D Courses, on a per credit hour basis, shall be as follows:
 - 1. For Core Priority or Core Priority Career Pathway Courses (courses that are part of the IECC “Three To Your Degree Program”, or specifically required by the curriculum in an IECC Career and Technical Education (CTE) degree or certificate), a per-student enrollment fee equal to 30% of IECC’s In-District Tuition rate (rounded down to the closest whole number) per credit hour per student subject to paragraph II.C below.
 - 2. For Elective Courses (any Dual Credit Course that is not a GECC transfer course or Priority Career Pathway Course), a per-student enrollment fee equal to 50% of IECC’s In-District Tuition rate (rounded down to the closest whole dollar) subject to paragraph II.C below.
- C. No other fees or costs will be charged by the College for Type B Courses, except as provided in Section V of this Exhibit regarding Supplemental Requirements.

III. Supplemental Fees.

- A. If the School is not able to provide or pay for the facilities, equipment, materials, or required activities necessary to offer a Course (“Supplemental Requirements”) and the College is willing to address the Supplemental Requirements on behalf of the School to offer the course at a high school, the School and College must agree to a supplemental fee to cover the Supplemental Requirements.

IV. Textbooks and Materials.

- A. For Type A Courses, the School will purchase textbooks and materials on behalf of students. For Type B, Type C, and Type D Courses, the School may elect to either purchase such items on behalf of students, or have the students purchase textbooks and materials in accordance with standard College policies.
- B. For Type A Courses, the College will specify whether a common textbook has been selected by faculty for all sections of the Course taught at the College.

1. If there is no common textbook, the Instructor will determine textbook and course materials in consultation with the College; textbook and materials must address equivalent content and the same learning outcomes as the outcomes expected of the same Courses taught at the College.
 2. If there is a common textbook and set of course materials, the common textbook and materials will be used unless the College, in consultation with the School, agrees to a different textbook and materials covering equivalent content and the same learning outcomes. The College will consider any alternatives proposed by the School but will retain final decision-making authority.
- C. For Type B Courses, the College faculty member will specify the required textbook and materials unless the faculty member, in consultation with the School, agrees to a different textbook and materials covering equivalent content and the same learning outcomes. The College and faculty member(s) will consider any alternatives proposed by the School, but the College will retain final decision-making authority.
- D. For any Type A or Type B Course where the College specifies the textbook, the College agrees to allow the use of the textbook for at least four (4) years, provided the use of a previously published edition of the textbook does not appreciably impact the content and delivery of the Course.

V. Charges to Students/Families; Low-income Discounts and Waivers

- A. The School may charge students for fees, textbooks, and materials in any instance where the School is paying the College for the Course or directly purchasing textbooks and materials, provided:
1. The School may not charge more than amounts payable to the College or directly incurred by the School for textbook and material purchases on a per student basis under this Agreement; and
 2. The School must apply fee waivers or discounts to low-income families. The School's policy for fee waivers or discounts shall be described in the form attached as Exhibit C-1 or another form agreed upon by the Parties to this Agreement and must be publicized to families.

VI. Invoicing and Payment Processes.

- A. For Courses where the School is making payment to the College of fees and, if applicable, textbooks and materials, the College will invoice the School each semester based on enrollment numbers as of the mid-point of the Course. The School will pay the invoice in accordance with standard School payment processes.

Exhibit D - Student Procedures, Student Supports, Data, and Partnership Review

I. Student Placement, Admissions, and Transcripts

- A. Identification and Placement of Students.

1. The School Liaison will ensure that all students enrolling in a Dual Credit Course meet the Course prerequisites of the College as defined in the Course Documentation.
 2. The School will provide copies of student transcripts in accordance with the admission procedures of the College. The College will provide appropriate placement and assessment testing as set forth in the Course Documentation.
- B. Student Admissions. The School Liaison will work directly with students to complete applicable registration and application materials. The College Liaison will assist in any needed admissions and registration assistance.
- C. College Credit and Transcripts. The College will award college credit for each successful completion of a Dual Credit Course and record student grades on College transcripts.
- II. Student Academic Supports and Guidance
- A. The College will provide students and the School with information regarding:
1. The rights, responsibilities, and expectations of enrolled College students.
 2. Student conduct policies such as academic integrity, consequences of plagiarism, and academic dishonesty; and
 3. Processes such as credit transfer.
- B. The Liaisons will jointly identify and establish pre-college and college transition advising services, supports for student progress monitoring, and supports to engage students in postsecondary counseling including, but not limited to advising on:
1. Articulation of Dual Credit Courses into postsecondary education degree completion plans or Pathways;
 2. Financial aid and scholarship options;
 3. Class registration and scheduling;
 4. Degree and certificate programs offered through the College;
 5. Supports and services for individuals with disabilities to successfully transition into postsecondary;
 6. Other targeted supports for students who need additional support to successfully transition into postsecondary, as identified by Instructors; and
 7. College policies, procedures, academic programs of study, and other support services provided by the College.

The Liaisons shall describe a joint approach to pre-college and college transition advising services and supports as referenced in this Exhibit D and the Dual Credit Handbook to communicate Dual Credit information to students.

III. Data Sharing.

- A. To administer and assess the impact of this Agreement, the Parties will exchange student information, grades, and other appropriate data as permitted by FERPA and other applicable law. If a student is enrolled concurrently in the School and the College, the Parties may disclose the student's education records in accordance with FERPA and will mutually share data on the performance of students in a meaningful and timely basis. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. The Parties will institute policies and procedures designed to ensure that its employees and agents comply with FERPA and other applicable laws governing the privacy and protection of student education records and will protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
- B. Annual Partnership Review. The College and School will annually review their dual credit partnership under this Agreement during a joint meeting. The joint meeting will be scheduled by the Liaisons to align with the availability of data from the prior school year and deadline for establishing new Courses in the upcoming year. The joint meeting must include appropriate senior leadership of the Parties and address all the following matters:
 - A. Assessment of disaggregated data pertaining to Dual Credit Course enrollments, completions, and subsequent postsecondary enrollment and performance to the extent feasible;
 - B. Review of successes and challenges pertaining to current Course offerings;
 - C. Concerns regarding placement requirements or prerequisites for student enrollment, as well as consideration of remediation opportunities for high school students to broaden access;
 - D. Recommendations from either Party to adjust the cost and fee structure for the upcoming school year to support the sustainability, quality, and expansion of the dual credit partnership;
 - E. Anticipated expansion of Courses in the upcoming school year;
 - F. Anticipated modifications to Course Documentation in the upcoming school year; and
 - G. Recommended modifications to this Agreement or other policies and procedures of the Parties to improve.
 - H. This Model Partnership Agreement is valid for the 2024-2025 academic year. At the conclusion of the Annual Review an updated Model Partnership Agreement will be issued to the School.

Exhibit Listing

Exhibit B-1. Course Request Form

Exhibit B-2. Qualified and Competent Faculty Form

Exhibit B-3. Dual Credit Course Articulation Agreement

Exhibit B-4. Three to Your Degree

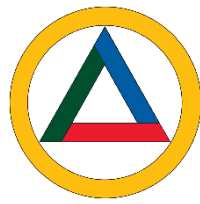


Exhibit B-1. Course Request Form

Thank you for working with Illinois Eastern Community Colleges to offer your students college credit! This form helps us accurately report student coursework and seat time to our oversight agencies, transcript student credit, and ensure a seamless transition for students from high school to college. This form is only for those courses offered on your high school campus (Type A) and are taught by approved dual credit faculty. Students interested in courses offered at or taught by an IECC college (Types B, C, or D) should contact an advisor for registration. Please complete the form with the requested school, course, and instructor information. We realize information may change. You do not need to resubmit the form if schedules change after submission of the form. You may email changes to your College Liaison. Start and end dates must be included to document student seat time, which is mandated by the Illinois Community College Board. If you offer multiple sections of the same class (e.g. morning and afternoon or fall and spring sections), list each section under Course Offerings and Instructors. **Please return this form to your College Liaison by the dates indicated in Section B.II.A. of the Dual Credit Partnership Agreement.**

High School Information

High School:

School Liaison:

Academic Year:

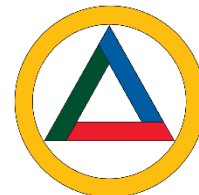
Semester Dates:

Fall Semester		Spring Semester	
<i>First day:</i>	<input style="width: 90%;" type="text"/>	<i>Last day:</i>	<input style="width: 90%;" type="text"/>

Course Offerings and Instructors

	HS Course Name	IECC Course	Semester (Fall, Spring, or Year-Long)	Period or Time	Days	Instructor
<i>Example</i>	<i>English 3</i>	<i>ENG 1111</i>	<i>Fall</i>	<i>1st Per. (8:00-8:45)</i>	<i>MTWRF</i>	<i>Mrs. Smith</i>
<i>Class 1</i>						
<i>Class 2</i>						
<i>Class 3</i>						
<i>Class 4</i>						
<i>Class 5</i>						
<i>Class 6</i>						
<i>Class 7</i>						
<i>Class 8</i>						
<i>Class 9</i>						
<i>Class 10</i>						

Exhibit B-2. Qualified and Competent Faculty Form



IECC Dual Credit Instructor Qualifications Review Documentation

This form must be completed by the School Liaison and submitted to the College Liaison for each proposed Type A course to be taught by a high school Instructor. Required documentation to approve a high school instructor to teach a dual credit course is in accordance with ICCB (Illinois Community College Board) and IBHE Administrative Code and HLC Policy CRRT.B.10.020 Assumed Practices (Section B.2)

Course Information:

IECC College Course Prefix, Number, and Course Name requested:

School course # and title:

High School(s) to offer this course:

Instructor Name (Last, First)	Employment Date (Mo/Day/Year)	Employment Status (FT/PT)	Area of Instruction (General Education)	Instructional Discipline #1 (Please List)	Instructional Discipline #2 (Please List)

Keep copies of application, copy of college transcripts with qualifying courses highlighted, and other supporting documents and place these items in the employee's personnel file.

Instructor Information:

Does the instructor have a Dual Credit Endorsement issued by ISBE? ____ Yes ____ No

If yes, list the Dual Credit Endorsement:

Attachments (Check/fill-in all that apply):

- Employment Application
- Undergraduate Unofficial Transcripts
Degree(s): _____
Major/Field(s) _____
- Graduate Official Transcripts
Master's Degree(s): _____
Major: _____
Highest Degree (if not above): _____
Major: _____
- Professional License Type: _____

Current? ____ Yes ____ No

Continued
18 Graduate Credit Hours within the Discipline (List Graduate Coursework)

Course Number	Course Title	# of GSH	Rationale for Determination

If the Instructor has less than 18 graduate hours within the Discipline, is the instructor eligible for a Professional Development Plan (PDP) under the DCQA (Dual Credit Quality Act)? (See below for eligibility requirements)

- Yes – ATTACH PROPOSED PROFESSIONAL DEVELOPMENT PLAN
- No
- Unsure/Needs further review (Must review within 30 days)

_____, School Liaison for _____, verify that this
 (Print Name) (Name of School)
 information is correct and reflects accurately the qualification of the proposed course Instructor.

 Signature

 Date

A high school instructor shall qualify for a professional development plan if the instructor:

- A) Has a master’s degree in any discipline and has earned 9 graduate hours in a discipline in which he or she is currently teaching or expect to teach; **or**
- B) Has a bachelor’s degree with a minimum of 18 graduate hours in a discipline that he or she is currently teach or expects to teach and is enrolled in a discipline-specific master’s degree program; **and**
- C) Agrees to demonstrate his or her progress toward completion to the supervising institution, as outlined in the professional development plan.

An instructor in career and technical education courses must possess credentials and demonstrated teach competencies appropriate to the field of instruction.

College Review:

Meets Minimum Instructor Qualifications (check one):

- Yes (without PDP) – pending receipt of official transcripts
- Yes (with PDP) – pending receipt of official transcripts
- No*
- Unsure/Needs further review

Exhibit B-2. Qualified and Competent Faculty Form
Continued

Preliminary Approval to Designate as Adjunct Faculty (pending receipt of official transcripts):

- Yes
- Yes, subject to PDP
- No*

*** Attach review rationale and specifically identify concern(s). If determined not to meet minimum instructor qualifications, specifically indicate basis for why proposed Instructor does not meet any of the academic credential requirements in paragraphs (1), (2), or (3) of Section 20 of the DCQA. If not approved for designation as an adjunct faculty member, describe the legitimate basis for that determination.**

_____, College Liaison for _____, verify that this
(Print Name) (Name of College)
review and determination of minimum qualifications and approval to designate as adjunct faculty has been duly authorized and reflects the official action of the College.

Signature

Date

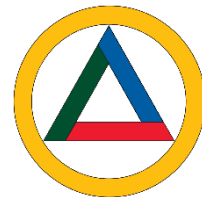


Exhibit B-3 Dual Credit Course Articulation Agreement

College _____ High School _____
 Course No & Credits _____ Semester or Year Long? _____
 College Course _____ Title HS Course Title _____
 College Faculty _____ HS Faculty _____

High School Faculty Requirements

- IECC Policy 400.8, Minimum Faculty Educational Requirements met.
 - If not met, please attach DC Faculty professional development plan.
- A completed IECC employment application packet.
- Copies of all college transcripts on file.

College Course Articulation

(High School representatives should check each box for acknowledgement to ensure quality course delivery.)

- Above named college course is current and assigned to an active degree or certificate program. It is a college course offered for high school credit

A copy of the high school course syllabus, which follows the college master syllabus and abides by all content requirements including:

- Course prerequisites
- Course description
- Student learning outcomes
- Topical outline
- Method of instruction
- Methods of student evaluation
- Applicable college course fees: _____
- Textbook information the same as an on-campus college course
 - If the HS provides the textbook, it has been approved by full time faculty in the discipline. High school-provided textbook:

ISBN: _____

Discussed and agreed upon the following Dual Credit Quality Act requirements:

- All dual credit students must meet the same academic criteria as students enrolled in credit bearing college courses on campus and any prerequisite courses. Multiple measures for placement are used to determine students' readiness for college level courses and program which include an analysis of:
 1. Nationally standardized test scores such as ACT and ACT.
 2. Analysis of high school or college transcripts including course work completed and grade point average; and remedial and/or previous college course work completed.
 3. If 1 and 2 are not available or do not meet the course placement requirements, additional placement testing may be required.
- Course content must be equivalent to credit-bearing college-level courses offered at the community college.
- High school faculty will participate in the assessment of student learning outcomes. Learning outcomes must be the same as credit-bearing college-level courses and be appropriately measured.
- The high school instructor is expected to participate in any orientation developed by the institution for dual credit instructors in course curriculum, assessment methods, and administrative requirements.
- Only qualified dual credit students can enroll in a college level dual credit course offered at the high school. There are no "mixed" dual credit classes.

COLLEGE DUAL CREDIT LIASON SIGNATURE _____ DATE _____

COLLEGE DISCIPLINE FACILITATOR/LEAD INSTRUCTOR SIGNATURE _____ DATE _____

By signing this agreement, I agree to monitor the HS faculty to ensure the course follows the learning outcomes and format prescribed on the master course syllabus.

HS PRINCIPAL _____ DATE _____

March 2019

CRN #

Signed copy of form was sent to	
District Office _____	
Reviewed by CAO _____	
Reviewed by HR _____	35

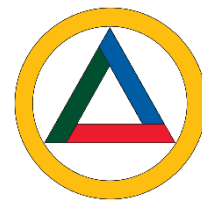


Exhibit B- 4. Three to Your Degree

Three to Your Degree Model

Purpose:

The IECC Three to Your Degree Model program provides intentional, purpose-driven course selection guidance to high school juniors and seniors taking dual credit courses. The model is intended to lead to the completion of the General Education Core Curriculum (GECC) Credential and a transfer degree (AA, AS, ASA) from an IECC college or the completion of a non-transfer Associate Degree, or Certificate program. Students who follow the model will:

1. Complete a transfer degree, non-transfer Associate Degree, or Certificate Program in one year of attendance at an Illinois Eastern Community College.
2. Be provided with an intentional, precise pathway within an IECC meta-major to graduate with a transfer degree, a non-transfer Associate Degree, or earn a Certificate.
3. Minimize the cost of attaining a transfer degree, non-transfer Associate degree, or Certificate.

Guidelines:

1. Three to Your Degree is designed to be a six-semester model which includes four semesters at the high school and two semesters at IECC.
2. All dual credit students will focus on Core Priority or Priority Career Pathway courses. These are designed to achieve a transfer degree, non-transfer Associate degree, or Certificate program which will direct students to earn meaningful dual credit.
3. This model applies to GECC transfer classes or specific classes within a designated meta-major pathway to earn a Certificate or non-transfer Associate degree. Courses are identified as Type A (i.e. courses taught by high school teachers at the high school), Type B (courses taught by college instructors at the high school), Type C (“distance learning” or synchronous classes taught by a college instructor or qualified high school teacher), and Type D (classes taught on-campus by a college instructor).
4. Students taking GECC courses or courses specifically designed as a pathway course toward completion of an identified Certificate program, or a non-transfer Associate degree will be charged the rate for Core Priority courses.
5. Students taking non-GECC courses, courses not specifically designed as a pathway course toward completion of an identified Certificate program or non-transfer Associate degree at the high school will be charged the rate for Elective non-priority courses.



Three to Your Degree Model

<i>Courses offered as dual credit that fulfill the GECC Credential and Transfer Degree Requirements to accomplish “Three to Your Degree”</i>				
Course	Course Name	Credit Hrs.	Recommended Grade Level	Term offered by IECC
Communications – 9 credit hours				
ENG 1111	Composition I	3	Senior	Fall
ENG 1121	Composition and Analysis	3	Senior	Spring
SPE 1101	Fundamentals of Effective Speaking	3	Junior or Senior	Fall & Spring
Mathematics- 3 credit hours				
MTH 1131	Intro to Statistics	3	Senior	Fall & Spring
Physical and Life Sciences- 6 credit hours				
GEL 1101	General Geology	3	Junior or Senior	Fall
LSC 1106	Introduction to Biology	4	Junior or Senior	Spring
Humanities and Fine Arts- 6 credit hours				
<i>Students select TWO of the following courses based on availability and interest.</i>				
PHI 2101	Introduction to Ethics	3	Senior	Fall & Spring
MUS 1103	Music in Multicultural America	3	Junior or Senior	Fall & Spring
HUM 2161	Forging the American Character	3	Junior or Senior	Fall & Spring
Social and Behavioral Sciences- 6 credit hours				
<i>Students select TWO of the following courses based on availability and interest.</i>				
PLS 2101	Government of the U.S.	3	Junior or Senior	Spring
PSY 1101	General Psychology	3	Junior or Senior	Fall
SOC 2101	Principles of Sociology	3	Junior or Senior	Spring
HIS 2102	U.S. History Since 1877	3	Junior or Senior	Fall

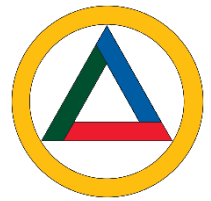


Exhibit B-5. Request for Alternative Priority Course

IECC defines Core Priority Courses as those offered as part of the Three to Your Degree program (T2YD), but acknowledges that due to robust offerings by our high school partners some schools may offer other classes that meet the General Education Core Curriculum (GECC) and Illinois Articulation Initiative (IAI). High school partners can request Type A courses outside of the Core Priority Courses identified in Exhibit B-4 be considered for inclusion in the reduced tuition costs of Type A Core Priority Courses. Requests for Alternative Priority Courses will follow the same timelines as Exhibit B-1 Course Request Forms for submission and approval.

High School _____

School Liaison _____

Academic Year _____

Course Requested _____

Course Type & Dates Fall Spring Year-long

Start:

End:

Justification for Offering:

Who Will Take This Class:

Please submit the following documents along with this form for review:

- Exhibit B-3 Articulation Form
- Syllabus, Including Textbook & Materials
- Submit Two Sample Assessments
- Detailed Course Outline Including Student Learning Outcomes
Matched to Topics & Activities

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Updated 2023 Annual Security Report

IECC publishes an Annual Security Report each October. That report outlines how we handle crimes and emergencies on each of the four campuses. Additionally, the report delineates what crimes and emergencies occurred on each campus. Pages 8-15 give a quick overview of what a safe place it is for students on each of our campuses.

During a recent financial aid recertification, a representative from the Department of Education suggested that we expand the categories within the crime statistics to provide greater detail. The expansion of these categories didn't change the data in the report in any way. It only serves to better depict what was reported on the Department of Education Crime Survey. This report also includes the updated Weapons and Concealed Firearms Policy 100.28 approved by the Board.

The information contained in this report has been previously seen and approved by the Board of Trustees. Since it has been suggested that we publicize the report in a different format, we are asking the Board to accept this updated 2023 Annual Security Report.

RG/mf



ILLINOIS EASTERN COMMUNITY COLLEGES

2023 Annual Security Report



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

Table of Contents

Letter from the Chancellor	1
Annual Security Report	2
Reporting Crimes and Emergencies	2
Campus Emergencies	2
Campus Security Authorities	3
Reporting a Crime	3
Response to a Report	3
Timely Warning Notices	4
Security, Access, and Maintenance of Campus Facilities	4
Campus Emergency Response Plans and Immediate Notification	5
Initiation of Emergency Response Plan	5
Emergency Drills and/or Testing	6
Summary of General Evacuation Procedures.....	6
Campus Safety and Security Procedures and Prevention of Crime Programming.....	7
Crime Statistics	8
Frontier Community College	8
Lincoln Trail College	9
Olney Central College.....	11
Wabash Valley College	12
Definitions of Reportable Crimes	13
Definitions of Geography	15
Incident Log	15
Illinois Sex Offender Registry	15
Nondiscrimination Statement	16
Policy Regarding Firearms at IECC	16
Weapons and Concealed Firearms Policy (100.28)	17
Policies Regarding Alcohol, Illegal Drugs, and Tobacco	18
Alcohol-free/Drug-free Campus Policy (100.9)	18
Alcohol-free/Drug-free Campus : Employees & the Workplace Procedure (100.9)	20
Tobacco Free/Smoke Free Campus Policy (100.15)	21
Alcohol and Drug Prevention Programs/Education and Awareness	22
Health Risks	22
Alcohol-Free Opportunities	23

Illinois State Law on Alcohol.....	23
Illinois State Law on Controlled Substances.....	23
Federal Law on Controlled Substances	24
Policy on Student Conduct (500.8)	24
Resources for Assistance for Students and Employees	24
Resources for Assistance – Employees Only	25
Sexual Misconduct, Prevention and Awareness, and Associated Procedures.....	25
Preventing Sexual Misconduct.....	25
How to be an Active Bystander	27
Risk Reduction	29
Programs to Prevent Domestic Violence, Dating Violence, Sexual Assault, and Stalking	30
Primary Prevention and Awareness Programs.....	31
Ongoing Awareness and Prevention Programs.....	31

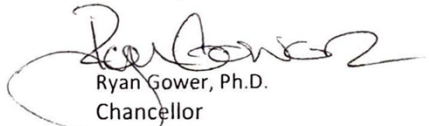


ILLINOIS EASTERN COMMUNITY COLLEGES
OFFICE OF THE CHANCELLOR

Dear Students, Faculty, Staff, Parents, and Prospective Students and Employees:

Illinois Eastern Community Colleges and the Board of Trustees are committed to engaging the campus community, including local law enforcement agencies, to ensure a safe learning and workplace environment is present at all times. To accomplish such, IECC monitors and evaluates campus safety on a regular basis and ensures policies and procedures are always up-to-date. IECC emergency plans such as the Emergency Response Plans and the Violence Prevention Plans are also updated on an annual basis. Regular training is provided to staff, faculty, and students throughout the District to ensure the maintenance and promotion of a safe campus community. Ongoing prevention and awareness programming provides students with an enhanced understanding and knowledge of all campus safety and security related policies and procedures, while employees are provided with regular training to equip them with the knowledge and resources available to assist in the prevention of campus crime.

Sincerely,



Ryan Gower, Ph.D.
Chancellor
Illinois Eastern Community Colleges

Annual Security Report

The Illinois Eastern Community Colleges (IECC) Annual Security Report is intended to inform all current and prospective students and employees of the district's safety and security program. This report is posted on the district's website (<https://iecc.edu/iecc/student-life/safety-iecc/providing-safe-environment/annual-security-report>) for review by employees, prospective employees, students, prospective students, and parents. Each year, an email notification is sent to all enrolled students, faculty, and staff with a direct link to access the Annual Security Report. A hard copy of this report may be requested from the Student Services Office at any of the Colleges or from the Human Resources Office for prospective employees. This notification is in accordance with The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 28 §1092(f), and the provisions of the Higher Education Opportunity Act Pertaining to Campus Statistics, 28 U.S.C. §1092(i). For more information, or if you have specific questions regarding the Annual Security Report or security policies at Illinois Eastern Community Colleges, contact the Program Director of Grants and Compliance at 618.393.2982.

The following is information to be reported pursuant to federal law and regulation.

Reporting Crimes and Emergencies

Campus Emergencies

All members of the IECC community, and all visitors, are encouraged to accurately and promptly report potential criminal activity, suspicious behavior and any emergencies on campus to the appropriate College President or other designated official. If someone witnesses a crime or is in fear for his/her safety, they can contact 9-1-1 via any campus or cellular phone. Crimes should be accurately and promptly reported to the College President and/or the appropriate law enforcement agency, when the victim of a crime elects to, or is able to, make such a report. Note: None of the Colleges have campus police or a security department. The College Presidents can be reached at the contact information listed below:

<u>Frontier Community College</u>	<u>Lincoln Trail College</u>	<u>Olney Central College</u>	<u>Wabash Valley College</u>
Dr. Jay Edgren President & Vice- Chancellor Academic Affairs 2 Frontier Drive Fairfield, IL 62837 618-847-9101 Internal Ext.: 4001 edgreng@iecc.edu	Ms. Tona Ambrose President & Vice- Chancellor Institutional Outreach 11220 State Highway 1 Robinson, IL 62454 618-546-2243 Internal Ext.: 1120 ambroset@iecc.edu	Mr. Chris Simpson President & Vice- Chancellor Business Operations 305 N. West Street Olney, IL 62450 618-393-3301 Internal Ext.: 2001 simpsonc1@iecc.edu	Dr. Matt Fowler President & Vice- Chancellor Student Affairs 2200 College Drive, Mt. Carmel, IL 62863 618- 263-5052 Internal Ext.: 3383 fowlerm@iecc.edu

Reports may be made in person to the President's Office at each respective campus, or to any Campus Security Authority (CSA) during regular hours of operation, or to the appropriate law enforcement agency. Students and employees should report criminal offenses for the purpose of assessing the crime for potential distribution of a timely warning notice to the campus community and/or inclusion in the annual statistical disclosure.

Campus Security Authorities

Campus Security Authorities (CSA) are responsible for reporting all crimes reported to them to the designated officials at IECC. The following positions, and the respective individuals that assume these positions, are classified as a CSA at IECC: President, Administrative Assistant to the President, Dean of Instruction, Administrative Assistant to the Dean of Instruction, Athletic Director, Athletic Coach, Student Organization Advisor, Retention Coordinator, Title IX Coordinator, Sexual Misconduct Investigators, and Members of the Threat Assessment and Behavioral Intervention Team (TABIT).

Reporting a Crime

Illinois Eastern encourages all students and employees to report all on-campus incidents of criminal activity, including but not limited to, murder, rape, sexual assault, robbery, aggravated assault, burglary, and motor vehicle theft, along with on-campus arrests for liquor law violations, drug law violations, and weapons possessions to the President or his/her designee. Reports may be made in person to the President's Office at each respective campus, or to any Campus Security Authority (CSA) during regular hours of operation, or to the appropriate law enforcement agency. Students and employees are encouraged to report all crimes considered to be a threat to students and employees so that Illinois Eastern can determine if preventive measures can be implemented to prevent recurrence of a particular crime. Reporting is also requested for evening classes and college events occurring at locations other than college property.

Any crime reported to IECC officials will require appropriate attention in order to adhere with state and federal regulations and/or the possible issuance of timely warnings. IECC does not have confidential crime reporting options.

Crime report documentation and records are maintained in a centralized office location upon receipt of reports from CSAs, College officials, and/or local law enforcement agencies.

Response to a Report

College officials will cooperate with local law enforcement officials during an ongoing criminal investigation on an as-needed basis. In the interim, college officials can ensure victims are provided with on-campus resources and/or information about any off-campus services as necessary.

College officials may also convene the Student Disciplinary Committee or TABIT in response to an incident that has occurred on campus, if applicable, for review and for potential action, as appropriate. Upon written request, IECC will release the report on the results of any disciplinary proceeding conducted by the institution against a student who is the alleged perpetrator to the victim of a crime of violence or a non-forcible sex offense. If the alleged victim is deceased as a result of such crime or offense, the next of kin of such victim shall be treated as the alleged victim for this purpose.

IECC does not have any employees performing in an official pastoral or professional counselor role although referrals are made to professional counselors and counseling organizations;

therefore, IECC does not have policies or procedures that encourage crime reporting procedures to clients receiving counseling services.

Timely Warning Notices

IECC will monitor and cooperate with law enforcement agencies to keep students and employees apprised of reported crimes and arrests of students and employees which occur in the college community. A Timely Warning Notice will be distributed to the college community when a crime is reported that poses a serious or continuing threat to the campus community. Timely Warning Notices will be distributed using the Emergency Notifications in the ReGroup System or through the Student Portal.

Timely Warnings are usually distributed for the following Uniformed Crime Reporting Program (UCR)/National Incident Based Reporting System (NIBRS) classifications: major incidents of arson, murder/non negligent manslaughter, and robbery. Cases of aggravated assault and sex offenses are considered on a case-by-case basis, depending on the facts of the case and the information known by the appropriate college officials. For example, if an assault occurs between two students who have a disagreement, there may be no on-going threat to other college community members and a Timely Warning would not be distributed. In cases involving sexual assault, they are often reported long after the incident occurred, thus there is no ability to distribute a “timely” warning notice to the community. Sex offenses will be considered on a case-by-case basis depending on when and where the incident occurred, when it was reported, and the amount of information known by college officials. Cases involving property crimes will be assessed on a case-by-case basis and alerts will typically be sent if there is a discernible pattern of crime.

The President or his/her designee reviews all reports to determine if there is an on-going threat to the community and if the distribution of a Timely Warning is warranted. If warranted, the President, or his/her designee, will distribute the Timely Warnings using the systems identified above. Timely Warnings will be provided to students and employees in a manner that is timely, that withholds the names of victims as confidential, and that will aid in the prevention of similar occurrences.

Security, Access, and Maintenance of Campus Facilities

IECC custodial and maintenance staff or other District personnel are responsible for the security, access, and maintenance of all District buildings and grounds. Lighting, landscaping, and other safety-related aspects of the campuses are continually monitored, maintained, and repaired.

As such, custodial and maintenance staff or other college personnel will be present on campus during all times that classes are in session. IECC buildings and facilities are generally intended for the use and benefit of the students and employees. However, the facilities are open and accessible during normal business hours and into the evening and weekend hours depending on class schedules and events. Visitors and guests seeking to utilize college facilities are required to make prior arrangements with the appropriate college officials. Note: IECC does not own or control any residence halls or student housing.

IECC does not possess a campus security department or campus law enforcement; therefore, each College is routinely patrolled by local law enforcement agencies to evaluate and monitor

security-related matters. There is no memorandum of understanding regarding any topic, including the investigation of criminal incidents, in place between IECC, the colleges, and local law enforcement agencies. IECC maintains a working relationship among college officials and state and local law enforcement agencies for the investigation of alleged criminal offenses.

Campus Emergency Response Plans and Immediate Notification

The Illinois Eastern Community Colleges Board of Trustees recognizes the importance of creating and maintaining Emergency Response Plans that outline the plan for managing major emergencies and incidents that may threaten the health, safety, and welfare of the college community or disrupt its programs or activities. The Emergency Response Plans meet the requirements of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and the Illinois Administrative Code Part 305 and are compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) and the National Incident Management System (NIMS). The Emergency Response Plans also provide for Business Continuity (Annex 10) and Academic Continuity (Annex 11) which includes general framework for planning and decision making as it pertains to the academic and business functions of IECC in case of a campus emergency.

The college President, or his/her designee, coordinates appropriate actions, on behalf of the college, in all emergencies in accordance with the respective college's Emergency Response Plan. A Continuity of Administration team is outlined in each Emergency Response Plan and consists of the President, Dean of Instruction, Director of Instructional Services, Director of Business, and Operations & Maintenance Team Leader at each college.

Emergency Response Plans are reviewed and revised, as necessary, on an annual basis. Procedures for specific emergency scenarios are accessible to students, faculty, staff and the public through a link from the IECC homepage.

Initiation of Emergency Response Plan

The President, or designee, in conjunction with the national weather service, local first responders, health service departments, college administrators, etc., will be responsible for confirming the existence of a significant emergency or dangerous situation.

Upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus, the President or designee will, without delay, and taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the professional judgment of responsible authorities, compromise efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

The President, or designee, will collaborate with Public Information and Marketing to craft the message that will be distributed via some, or all the systems described below to communicate the threat to the college community, or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population.

IECC will use an Emergency Alert system to communicate an immediate threat to the campus community. The Emergency Alerts will be delivered in the form of a text message and/or email to

alert students and employees, within minutes, whenever a significant emergency or dangerous situation has occurred which may pose a potential threat. The Emergency Alerts will include instructions for taking appropriate actions. Individuals of the larger community can opt-in to receive the Emergency Alerts based on the college of their choice, by registering at www.iecc.edu/safety. Email notifications can also be sent via the Student Portal to notify the entire college community of an ongoing threat.

Emergency Drills and/or Testing

Emergency drills and the testing/evaluation of emergency notifications and responses are conducted on an annual basis, involving the college community at each of the colleges. The exercise and drill may be announced or unannounced and response and effectiveness will be evaluated and documented. IECC distributes its emergency response and evacuation procedures to appropriate college officials and all relevant agencies that may serve the college community in the event of an emergency, including but not limited to local law enforcement agencies, healthcare facilities, emergency management agencies, counseling centers, fire departments, etc. Emergency evacuation information and routes are posted in all facilities.

Summary of General Evacuation Procedures

The purpose of evacuation drills is to prepare building occupants for an organized evacuation in case of a fire or other emergency. In addition to fire drills, other drills that are annually conducted at each college may include active shooter situation drills, gas leak drills, and/or earthquake drills. Evacuation drills are used to educate and train occupants on fire safety issues specific to their building. During the drill, occupants “practice” drill procedures and familiarize themselves with the location of exits and the sound of the fire alarm. In addition to educating the occupants of each building about the evacuation procedures during the drills, the process also provides the college an opportunity to test the operation of fire alarm system components. The following steps have been outlined in the college emergency guides located throughout the campuses to inform students, employees, and visitors of the appropriate actions to take in the event of a fire situation:

If you discover a fire:

- Manually activate the building's fire alarm system immediately.
- Evacuate the building, closing doors and windows in your immediate area.
- Assist those who need help, but carefully consider whether you may put yourself at risk.
- Evacuate to an Evacuation Assembly Area. If not known, exit the building and find a safe location. If you are not able to evacuate, go to an Area of Rescue Assistance, if you can.
- Call 911.
- Alert authorities to those who may need assistance.
- Do not re-enter the building until informed by emergency response personnel that it is safe to return.

If a fire alarm is activated:

- Evacuations are mandatory for fire alarms and when directed by authorities. No exceptions!
- Take critical personal items only (keys, purse, and outerwear) and close doors

behind you.

- Assist those who need help, but carefully consider whether you may put yourself at risk.
- Evacuate to an Evacuation Assembly Area. If not known, exit the building and find a safe location. If you are not able to evacuate, go to an Area of Rescue Assistance, if you can.
- Alert authorities to those who may need assistance.
- Do not re-enter the building until informed by emergency response personnel that it is safe to return.

If caught in smoke:

- Drop to your knees and crawl to the closest safe exit.
- Breathe through your nose, and use a shirt or towel to breathe through, if possible.

If trapped in a building:

- Close all doors and windows.
- Place something under the door to prevent smoke from entering.
- Attempt to go to a window to signal people outside of the building.
- Call 911.

Using a fire extinguisher:

- **Report the fire first.** Call 911 before attempting to use an extinguisher.
- Use a fire extinguisher only if you have been trained to do so. Improper use of an extinguisher can increase the hazard.
- If you have any doubt about your ability to fight the fire, exit immediately.
- If you decide to use a fire extinguisher, place yourself between the fire and your exit from the area.
- To use the fire extinguisher, follow the PASS method:
 - P**ull the pin. This will break the tamper seal if one is provided.
 - A**im low, pointing the extinguisher nozzle (or the horn or hose) at the base of the fire.
 - S**queeze the handle to release the extinguishing agent.
 - S**weep from side-to-side at the base of the fire until the fire is out. Watch the area.

Campus Safety and Security Procedures and Prevention of Crime Programming

IECC annually distributes the Campus Safety and Security brochure at new student orientation sessions, in brochure display racks, and in new student informational folders and/or packets. This brochure contains the Campus Safety and Security Policy, which outlines the appropriate individuals in which crimes should be reported; an overview of policies to ensure campus safety and security of students and employees alike, such as drug-free workplace and concealed firearms; a breakdown of the campus crime statistics per college; and identifies the responsibilities students must embrace to ensure the safety of themselves and those around them. The Campus Safety and Security brochure is distributed annually to all IECC employees as well.

Additionally, evacuation and shelter maps are posted in all classrooms, office areas, and in

various public locations at each of the colleges. Each of the colleges has an extensive security camera system. These cameras are monitored intermittently by college administrators.

Crime Statistics

The IECC crime report statistics are compiled from all reported incidents to the designated officials at each of the colleges. A formal police report is not needed for a statistic to be included in the annual crime report.

The procedures for preparing the annual disclosure of crime statistics include reporting statistics to the college community obtained from the following sources including but not limited to: Albion Police Department, Clay County Sheriff’s Department, Edwards County Sheriff’s Department, Fairfield Police Department, Flora Police Department, Grayville Police Department, Lawrence County Sheriff’s Department, Mt. Carmel Police Department, Newton Police Department, Olney Police Department, Richland County Sheriff’s Department, Robinson Police Department, Wayne County Sheriff’s Department, and non-police officials identified by Federal Law as Campus Security Authorities at each of the colleges. For statistical purposes, crime statistics reported to any of these sources are recorded in the calendar year the crime was reported.

The report is published by October 1 of the current year and includes statistics for three previous calendar years. For example, the report published by October 1, 2023, includes statistics for the 2020, 2021, and 2022 calendar years. The President or designee compiles crime report statistics for any incident which occurs at any college-owned or operated location. The staff, in cooperation with local law enforcement agencies, keeps a record of these statistics and reports the information to the National Uniform Crime Report Division of the FBI.

The Crime Report Statistics for the previous three calendar years are as follows:

Frontier Community College

Offense	Year	On Campus	Non-Campus	Public Property
Criminal Homicide by Type				
Murder/Non-Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Forcible				
Rape	2020	0	1	0
	2021	0	0	0
	2022	0	0	0
Fondling	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Non-Forcible				

Incest	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Statutory Rape	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Other Criminal Offenses				
Robbery	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Aggravated Assault	2020	0	0	0
	2021	0	0	0
	2022	0	0	1
Burglary	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Motor Vehicle Theft	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arson	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
VAWA Offenses				
Domestic Violence	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Dating Violence	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Stalking	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arrests				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	2
	2021	0	1	0
	2022	0	0	1
Liquor Law Violation	2020	0	0	1
	2021	0	0	0
	2022	0	0	0
Disciplinary Referrals				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Drug Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Liquor Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Hate Crimes: There were no reported hate crimes for 2020, 2021, or 2022.

*Note: FCC does not have on-campus student housing, nor does FCC own or control the non-campus student housing. However, the majority of the non-campus housing residents are FCC students. Therefore, crime statistics are collected and included within this report.

Lincoln Trail College

Offense	Year	On Campus	Non-Campus	Public Property
Criminal Homicide by Type				
Murder/Non-Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Forcible				
Rape	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Fondling	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Non-Forcible				
Incest	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Statutory Rape	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Other Criminal Offenses				
Robbery	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Aggravated Assault	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Burglary	2020	1	0	0
	2021	0	0	0

	2022	1	0	0
Motor Vehicle Theft	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arson	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
VAWA Offenses				
Domestic Violence	2020	0	0	0
	2021	0	1	0
	2022	0	0	0
Dating Violence	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Stalking	2020	0	0	0
	2021	0	0	0
	2022	0	0	1
Arrests				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Liquor Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Disciplinary Referrals				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Liquor Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Hate Crimes: There were no reported hate crimes for 2020, 2021, or 2022.

*Note: LTC does not have on-campus student housing, nor does LTC own or control the non-campus student housing. However, the majority of the non-campus housing residents are LTC students. Therefore, crime statistics are collected and included within this report.

Olney Central College

Offense	Year	On Campus	Non-Campus	Public Property
Criminal Homicide by Type				
Murder/Non-Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Forcible				
Rape	2020	0	0	0
	2021	0	0	0
	2022	0	1	0
Fondling	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Non-Forcible				
Incest	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Statutory Rape	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Other Criminal Offenses				
Robbery	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Aggravated Assault	2020	0	1	0
	2021	0	2	0
	2022	0	2	0
Burglary	2020	0	0	0
	2021	1	0	0
	2022	1	1	0
Motor Vehicle Theft	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arson	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
VAWA Offenses				
Domestic Violence	2020	0	1	0
	2021	0	1	0
	2022	0	0	0
Dating Violence	2020	0	0	0

	2021	0	0	0
	2022	0	0	0
Stalking	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arrests				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	0
	2021	0	1	0
	2022	0	8	0
Liquor Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	2	0
Disciplinary Referrals				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Liquor Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Hate Crimes: There were no reported hate crimes for 2020, 2021, or 2022.

*Note: OCC does not have on-campus student housing, nor does OCC own or control the non-campus student housing. However, the majority of the non-campus housing residents are OCC students. Therefore, crime statistics are collected and included within this report. are collected and included within this report.

Wabash Valley College

Offense	Year	On Campus	Non-Campus	Public Property
Criminal Homicide by Type				
Murder/Non-Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Negligent Manslaughter	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Forcible				
Rape	2020	0	0	0

	2021	0	0	0
	2022	0	0	0
Fondling	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Sex Offenses Non-Forcible				
Incest	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Statutory Rape	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Other Criminal Offenses				
Robbery	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Aggravated Assault	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Burglary	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Motor Vehicle Theft	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arson	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
VAWA Offences				
Domestic Violence	2020	0	1	0
	2021	0	0	0
	2022	0	0	0
Dating Violence	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Stalking	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Arrests				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Liquor Law Violation	2020	0	0	0

	2021	0	0	0
	2022	0	0	0
Disciplinary Referrals				
Illegal Weapons Possession	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Drug Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Liquor Law Violation	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Hate Crimes: There were no reported hate crimes for 2020, 2021, or 2022.

*Note: WVC does not have on-campus student housing, nor does WVC own or control the non-campus student housing. However, the majority of the non-campus housing residents are WVC students. Therefore, crime statistics are collected and included within this report.

Definitions of Reportable Crimes

Aggravated assault

An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault is usually accompanied using a weapon or by a means likely to produce death or great bodily harm. (It is not necessary that injury result from an aggravated assault when a gun, knife or other weapon is used that could and possibly would result in serious personal injury if the crime were successfully completed.)

Arson

Any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

Burglary

The unlawful entry of a structure to commit a felony or a theft.

Murder and non-negligent manslaughter

The willful (non-negligent) killing of one human being by another.

Negligent manslaughter

The killing of another person through gross negligence.

Drug abuse violations

Violations of state and local laws relating to the unlawful possession, sale, use, growing, manufacturing, and making of narcotic drugs.

Hate crimes

The Clery Act requires institutions to separately report all hate crime statistics on any of the previously mentioned offenses or any other crime involving bodily injury reported to local police

agencies or to a campus security authority, that manifest evidence that the victim was intentionally selected because of the perpetrator's bias, or the perpetrator perceived the person to be in one of the protected group categories: Race, Gender, Gender Identity, Religion, Sexual Orientation, Ethnicity, and Disability.

As of August 14, 2008, the Clery Act was amended to include larceny/simple assault, intimidation and destruction/damage/vandalism (except arson) as reportable categories of hate crimes.

Liquor law violations

The violation of laws or ordinances prohibiting the manufacture, sale, transporting, furnishing, possessing of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating a still; furnishing liquor to a minor or intemperate person; using a vehicle for illegal transportation of liquor; drinking on a train or public conveyance; and all attempts to commit any of the activities. (Drunkenness and driving under the influence are not included in this definition.)

Motor vehicle theft

The theft or attempted theft of a motor vehicle.

Robbery

The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

Sex Offenses – Forcible

Forcible rape

The carnal knowledge of a person, forcibly and/or against that person's will; or not forcibly or against that person's will, where the victim is incapable of giving consent because of his or her temporary or permanent mental or physical incapacity (or because of his or her youth).

Forcible sodomy

Oral or anal sexual intercourse with another person, forcibly and/or against that person's will; or not forcibly against the person's will, where the victim is incapable of giving consent because of his or her youth or because of his or her temporary or permanent mental or physical incapacity.

Sexual assault with an object

The use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will; or not forcibly or against that person's will, where the victim is incapable of giving consent because of his or her youth or because of his or her temporary or permanent mental or physical incapacity.

Forcible fondling

The touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will; or not forcibly or against that person's will, where the victim is incapable of giving consent because of his or her youth or because of his or her temporary or permanent mental or physical incapacity.

Sex Offenses – Non-Forcible

Incest

Non-forcible sexual intercourse between people who are related to each other within

degrees wherein marriage is prohibited by law.

Statutory rape

Non-forcible sexual intercourse with a person who is under the statutory age of consent.

Weapon law violations

The violation of laws or ordinances dealing with weapon offenses, regulatory in nature, such as the manufacture, sale, or possession of deadly weapons; the carrying of deadly weapons, concealed or openly; the furnishing of deadly weapons to minors; aliens possessing deadly weapons; and all attempts to commit any of the acts.

Definitions of Geography

For purposes of reporting statistics, the district must distinguish criminal offenses according to the location at which they occur. Geographic locations are defined as follows:

On-Campus: Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of, or in a manner related to, the institution's educational purposes, including any building or property that is owned by the institution but controlled by another person, is frequently used by students, and supports institutional purposes.

Non-Campus: Any building or property owned or controlled by an institution that is used in direct support of or in relation to the institution's educational purposes, is frequently used by students, and is not within the same reasonably contiguous geographic area of the institution. Note: The Colleges do not own or control any housing facilities; however, crime statistics have been collected and presented in the tables above due to many of the residents at these housing facilities being IECC students. Furthermore, IECC does not have any student organizations that own or control non-campus facilities.

Public Property: All public property, including thoroughfares, streets, sidewalks and parking facilities, that is within the campus/location or immediately adjacent to and accessible from the campus/location. IECC crime statistics do not include crimes that occur in privately owned homes or businesses within or adjacent to the campus/location boundaries.

Incident Log

While IECC is not required to maintain a daily crime log based upon federal guidelines, crime report documentation and records are maintained in a centralized office location upon receipt of reports from CSAs.

Illinois Sex Offender Registry

IECC is dedicated to ensuring the safety of its students and employees in compliance with federal law, the Campus Sex Crimes Prevention Act, and state law, the Illinois Sex Offender Registration Act, 730 ILCS 150/3, which require sex offenders or sexual predators to register, within three days, at the College or University in which they attend or are employed. The purpose of this Policy and corresponding procedure is to document IECC's registration requirements for students or employees who are convicted sex offenders or sexual predators, and who are required to register as such, pursuant to these Acts. Due to the presence of minors, IECC has the right to limit

access by sex offenders to courses, programs, and areas on campus.

IECC requires convicted students to register as a sex offender/predator in Student Services upon enrollment/admittance to college. Students who neglect to self-identify by the third day of beginning school (or within 3 days of a sexual offense conviction that requires registration) may be subject to immediate expulsion. Employees who fail to register with Human Resources within three days of employment or conviction, as required by the Acts, will be subject to dismissal from employment.

The Campus Sex Crimes Prevention Act also requires institutions of higher education to issue a statement advising the campus community where to obtain law enforcement agency information provided by a state concerning registered sex offenders. IECC complies by providing a link to this information in the academic catalog and on the iecc.edu website.

Nondiscrimination

Illinois Eastern Community College District No. 529 does not discriminate based on race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

Further information about IECC's nondiscrimination policy can be found at www.iecc.edu/nondiscrimination.

Inquiries regarding this nondiscrimination policy may be directed at:

Libby McVicker
Program Director of Grants and Compliance
Title IX Coordinator/ADA Coordinator
320 East North Avenue
Noble, IL 62868
618.393.3491 or mcvickero@iecc.edu

Inquiries may also be made directly to the U. S. Department of Education, Office for Civil Rights:

Citigroup Center
500 W. Madison St., Suite 1475
Chicago, IL 60661-4544
312.730.1560
OCR.Chicago@ed.gov

Policy Regarding Firearms at IECC

The possession and/or use of firearms, ammunition, fireworks, dangerous materials, or combustible materials, except by law enforcement officials, when being used for approved course work, or when the Concealed Firearms Policy (100.28) applies, is strictly prohibited on campuses and in any Illinois Eastern Community Colleges building. Violators will be reported to local law enforcement agencies and can face immediate expulsion or dismissal from the college.

Weapons and Concealed Firearms Policy (100.28)

The Board of Trustees of Illinois Eastern Community Colleges (IECC) is committed to providing a safe and secure environment for the IECC community and its guests. In support of this commitment, IECC prohibits the possession, use, and/or storage of weapons on IECC property, with limited exceptions outlined within this policy.

DEFINITIONS

"Concealed firearm" means a loaded or unloaded handgun carried on or about a person completely or mostly concealed from view of the public or on or about a person within a vehicle.

"Handgun" means any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand.

"IECC property" means any property owned, leased, occupied, operated, or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways.

"Licensee" means a person issued a valid license to carry a concealed handgun.

"Weapon" includes, but is not limited to:

1. Firearm, handgun, firearm ammunition, BB gun, pellet gun, paintball gun, tear gas gun, stun, taser, or other similar type devices;
2. Dagger, dirk, knife with a blade of at least 3 inches in length, stiletto, ax, hatchet, or other deadly or other similar type devices;
3. Bludgeon, blackjack, slingshot, sandbag, sand club, metal knuckles, billy club, throwing star, nunchaku, or other similar type devices;
4. Bomb, bombshell, grenade, firework, bottle, or other container containing an explosive, toxic, or noxious substance (other than an object containing a nonlethal noxious liquid, gas, or substance designed solely for personal defense possessed by a person 18 years of age or older);
5. Dangerous chemicals or fuels; and
6. Any other weapons outlined in Article 33 of the Illinois Criminal Code of 2012 (720 ILCS 5/33A-1)

PROHIBITED ACTIVITIES

IECC prohibits all employees (faculty and staff), students, and individuals visiting or conducting business on IECC property from possessing, carrying, displaying, brandishing, storing, or using/discharging any weapon (including firearms) on IECC property, even if that person has a valid federal or state license to possess or carry the weapon.

WEAPON PROHIBITION EXCEPTIONS

1. Possession for instructional/research purposes.

Weapons used in connection with safety or education courses are permitted in prohibited for the limited purpose of instruction, research, and/or curriculum in officially recognized district approved educational programs, including but not limited to gunsmithing. Further, firearms are permissible in approved courses and at approved sites for purposes of instruction and attainment of concealed carry permits.

2. Possession by law enforcement.

Weapons are permitted in prohibited areas for use by on duty law enforcement personnel

conducting official business.

3. Concealed firearms in a parking lot.

Under the Illinois Firearm Concealed Carry Act (430 ILCS 66/1), a licensee shall be permitted to carry a concealed firearm on or about his or her person within a vehicle when entering into or exiting from an IECC parking area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. For purposes of this exception, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

Additionally, a licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within an IECC parking lot area only for the limited purpose of storing within or retrieving a firearm from the vehicle's trunk. However, the firearm must be unloaded at the time the individual exits the vehicle or retrieves the firearm from the trunk.

POSTING OF SIGNS

IECC shall clearly and conspicuously post signs at the entrance to buildings, premises, or real property to signify weapons are prohibited. Signs shall be of a uniform design and shall comply with established state regulations as to size and content. Unless otherwise provided herein or by applicable law, the failure of IECC to post a sign in accordance with this paragraph shall not comprise a defense to a charge of violation of this policy and any applicable sanctions.

VIOLATION OF POLICY

Students in violation of this policy are subject to disciplinary action per the Student Code of Conduct. Employees in violation of this policy are subject to disciplinary action which may include dismissal. Visitors in violation of this policy are subject to removal/restriction from IECC property. Violations of this policy may result in law enforcement involvement and violators may be subject to criminal prosecution.

Violations of this policy should be reported to the Chancellor or any one of the Presidents/ViceChancellors.

Policies Regarding Alcohol, Illegal Drugs, and Tobacco

IECC prohibits the possession, use, or sale of alcohol or illegal drugs on any IECC properties or at any IECC-sponsored classes, programs, services, or other activities and events. Any violation of IECC Alcohol-free/Drug-free Policy will result in the involvement of appropriate law enforcement officials. IECC and all its properties are smoke-free campuses. IECC cooperates with all outside law enforcement agencies regarding the enforcement of state and federal underage drinking and drug laws.

Alcohol-free/Drug-Free Campus Policy (100.9)

In accordance with the Drug-Free Schools and Communities Act of 1989 and the Drug-Free Workplace Act of 1988, the Board of Trustees of Illinois Eastern Community Colleges (IECC) is committed to providing a college environment free of substance abuse. Measures taken in support of this commitment include: 1) Drug and alcohol abuse awareness, prevention, and treatment initiatives. 2) Prohibiting the unlawful manufacture, sale, distribution, possession, or

use of alcohol and use/misuse of drugs while on IECC property or while performing/participating in an IECC-sponsored/related off-site event or function. Procedures further outline expectations of employees and steps taken by IECC to ensure a workplace free of alcohol and drugs.

Scope

This policy applies to all members of the IECC community including students, employees, and the general public (i.e., visitors, contractors, volunteers).

Annual Notification

Students and employees are notified annually of IECC's alcohol and drug prevention measures, which include information on:

- Standards of conduct and sanctions for violations of this policy;
- Applicable federal, state, and local alcohol and drug penalties;
- Health risks associated with alcohol and drug abuse;
- Prevention and treatment resources available to students and employees.

AOD (Alcohol and Other Drugs) Biennial Review

IECC conducts a review of its alcohol and drug program to determine effectiveness and the consistency of sanction enforcement, in order to identify and implement any necessary changes. The review is conducted in even-numbered years and focuses on the previous 2 academic years.

Drug and Alcohol Violations

Students

Students in violation of this policy:

- may be required to seek treatment;
- are subject to disciplinary action per the Student Code of Conduct; and/or
- may be referred for criminal prosecution.

Employees

Employees in violation of this policy:

- may be required to seek treatment;
- are subject to disciplinary action, up to and including termination; and/or
- may be referred for criminal prosecution.

Drug and Alcohol Testing

Students

Student athletes are subject to drug testing per Student-athlete Drug Abuse Policy 500.27.

Employees

Employees suspected of violating this policy are subject to alcohol and drug testing as outlined in Procedure 100.9.

Inspections

IECC reserves the right to inspect IECC property for drugs, alcohol, or other contraband.

Resources

Information available on the IECC website at www.iecc.edu/drugfree will include, at a minimum:

health risks associated with alcohol and drugs, state and federal drug and alcohol penalties, and prevention and treatment resources.

Definitions

“Employee”, for the purpose of this policy, includes any individual (full-time or part-time) providing a service and receiving compensation from IECC. This includes, but is not limited to, faculty, staff, administrators, and student workers.

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

“Drugs”, for the purpose of this policy, are those substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. 812. It includes such illegal drugs as cocaine, crack, PCP, heroin, morphine, and LSD, as well as marijuana. (While Illinois law permits the authorized use of marijuana, it is not legal under federal law and classified as a Schedule 1 drug, meaning it is also prohibited on IECC property.) It also includes legal drugs that are regulated under federal law.

“Misuse of drugs”, for the purpose of this policy, is referring to prescription drugs and means:

- taking a medication in a manner or dose other than prescribed;
- taking someone else’s prescription, even if for a legitimate medical complaint such as pain; or
- taking a medication to feel euphoria (i.e., to get high).

Alcohol-free/Drug-free Campus: Employees & the Workplace Procedure (100.9)

As described in policy 100.9, IECC prohibits the unlawful manufacture, sale, distribution, possession, or use of alcohol and use/misuse of drugs while on IECC property or while performing work or submitting time for IECC. This procedure provides additional information related to IECC’s expectation of employees, describes outcomes of noncompliance/suspicion of noncompliance, and includes additional guidance.

Expectations of Employees

Compliance with IECC’s policy on alcohol and drugs applies to all employees (including those working remotely) and is a condition of employment. Employees are prohibited from reporting to work (on-site and off-site) under the influence of alcohol or drugs. Employees may not report to work or perform work functions if impaired by drugs or alcohol.

It is the employee’s responsibility to notify his/her supervisor or the director of human resources (or designee) of any prescribed medication usage that could compromise workplace safety or job performance; job modification or reassignment will be evaluated for the duration of treatment. Employees may be asked to produce the prescription for documentation.

Violators

Employees found in violation of Policy 100.9 face the following:

- Within thirty (30) days of violation (or notification of conviction) IECC will take

appropriate action which may include a formal reprimand, leave of absence, or termination and/or require employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

- As appropriate, the director of human resources will contact the proper authorities for criminal prosecution.

Criminally Convicted Violators

Employees must notify their supervisor within five (5) days of any criminal drug statute conviction or violation. Upon receiving such report, the supervisor will contact the director of human resources. Pursuant to federal law, if a convicted employee is working on a project funded through a federal contract or grant, the director of human resources (or designee) will notify the federal contracting or granting agency within ten (10) days of receiving notification of the conviction.

Suspected Violators

Employees have a duty to report suspected drug or alcohol use to their supervisor or the appropriate administrator. When there is a reasonable suspicion of impairment, administration will contact the Human Resources Department. At that time, if it is determined there is a reasonable suspicion of alcohol or drugs, a drug and/or alcohol test will be used to confirm or dispel such suspicion.

Drug and Alcohol Testing

Testing and any required investigation must commence no later than eight (8) hours of the reported suspicion. The employee's supervisor or president (chancellor at the district office) should contact the human resources department for the nearest testing facility. The employee will be transported for testing; under no circumstances will the employee be allowed to drive. Refusal to submit and/or confirmed violation of this policy will be grounds for immediate termination of employment.

Confidentiality

Information and records provided to human resources relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations will be kept confidential to the extent required by law and maintained in secure files separate from standard personnel files. Such records and information may be disclosed to IECC personnel on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

Tobacco Free/Smoke Free Campus Policy (100.15)

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

As of July 1, 2015, smoking and the use of tobacco products is prohibited on all IECC property, both indoors and outdoors, with the only exception being persons in non-district owned or leased vehicles.

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

Definitions

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

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product.

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

Alcohol and Drug Prevention Program/Education and Awareness

Communicating IECC’s Alcohol-free/Drug-free policy to all individuals is critical to its success. To ensure all IECC employees are aware of their role in supporting these policies, all employees will receive a summary of the Alcohol-free/Drug-free policy and a web link to access the complete policy documents twice annually during the notification of policies. Students will receive an email twice annually about the District’s Alcohol-free/Drug-free Policy. Also, there are flyers and brochures throughout IECC facilities for reference by staff, faculty, students, and visitors. The Alcohol-free/Drug-free policy is available in the IECC Academic Catalog, the Student Handbook, the Employee Handbook, and on the IECC website.

IECC will make a good faith effort to have and to maintain an alcohol- and drug-free workplace and learning environment.

Health Risks

IECC recognizes that the use of illicit drugs and alcohol abuse may lead to severe health risks.

Health risks associated with alcohol abuse and/or illicit drug use:

- Violence – fights, vandalism, sexual assaults, homicide and suicide are far more likely to occur when drinking is involved.
- Unprotected sex – individuals are less likely to use safer sex practices when drinking, which can result in unplanned pregnancy and infection with a sexually transmitted disease.
- Serious injury – over 53% of all fatal automobile accidents in the U.S. involve alcohol use.
- Addiction – although anyone can become addicted, those with a family history of alcohol or other drug addiction are at least four times more likely to develop alcoholism.
- Lowered resistance to disease/illness.
- Increased risk of ulcers, heart disease, and cancers of the liver, mouth, throat and stomach.
- Fetal Alcohol Syndrome (FAS)/Fetal Alcohol Effects (FAE) – women who drink during pregnancy may give birth to infants with physical deformities, brain damage and mental retardation. If a woman is pregnant, trying to become pregnant, or suspects she is pregnant; she should abstain from alcohol and other drug use.
- Illicit drug use may result in:
 - Physical or psychological dependency;
 - A craving or inability to stop using drugs;
 - Adverse effects on the body systems; injury due to motor vehicle crashes, assaults or other unintended acts.
 - Disruption of personal relationships and work habits;
 - Ineligibility for some types of employment.
- Misuse of alcohol or drugs inhibits a person's ability to act responsibly or react quickly. Below are a few safety tips to keep in mind:
 - Limit alcohol intake.
 - Avoid combining alcohol with prescription medicines and club drugs; the combination can be dangerous.
 - Never leave a drink unattended or accept a pre-poured drink from a stranger.
 - Buzzed or drunk driving is deadly and illegal; leave your vehicle parked and find other transportation. Your life and others' lives depend upon your decision.

Alcohol-Free Opportunities

Students are encouraged to take advantage of alcohol-free programming and other activities that occur on- and off-campus.

Illinois State Law on Alcohol

It is illegal for anyone under the age of 21 to possess any alcoholic beverages. It is illegal for anyone under 21 to present false evidence of age to purchase any alcoholic beverage. It is illegal to sell or give away alcoholic beverages to a person who is, actually or apparently, under 21 or intoxicated. An underage drinking violation can result in loss of a driver's license for a full year. Penalties for utilizing a false ID to obtain alcohol illegally have increased and include a possible loss of license. Driving while under the influence of alcohol or drugs is a criminal offense. In Illinois, the legal limit is .08% (BAC), and if you are under the age of 21, there cannot be any alcohol in your system. A driver who is intoxicated and causes someone's death in an accident may be charged with vehicular manslaughter. If a person is injured by someone who is intoxicated, he or she could have a right of action to recover damages against the person who

unlawfully caused or contributed to such intoxication. Infractions of the state's alcohol laws can be punishable by one or more of these punishments: fines, probation and/or jail time.

Illinois State Law on Controlled Substances

The Illinois state drug laws prohibit possession, sale and/or distribution of marijuana, even in the smallest quantity or unlawful possession of even small amounts of a controlled substance (e.g., cocaine, LSD, PCP, hallucinogenic substances, stimulants, narcotics) and possession of drug paraphernalia. Violations of the state's laws are punishable by a fine and/or imprisonment. Penalties depend on the quantity involved, the criminal record of the violator, and other factors. A Class A misdemeanor may result in a \$1,000 fine and/or up to one year in jail. A felony conviction for possession of marijuana is punishable by a fine of up to \$25,000 and up to \$200,000 for possession of a controlled substance. Penalties for manufacturing and sale of a controlled substance are more severe.

Federal Law on Controlled Substances

The following infractions are punishable according to federal law: first conviction of illegal possession of a controlled substance, subsequent convictions for illegal possession of a controlled substance, federal trafficking of marijuana (depends on the form of the substance, quantity, and record of the violator) and federal trafficking of controlled substances such as heroin, cocaine, PCP, and LSD (depends on the substance, quantity, and record of the violator).

Penalties for infractions of the federal drug law include imprisonment for up to one year and/or a fine of up to \$100,000. Subsequent convictions carry stiffer criminal penalties. Other penalties may apply, such as forfeiture of property used in connection with the crime, denial of certain federal benefits and revocation of certain federal licenses. A first offense violation may result in five years to life imprisonment (depending on the quantity) and/or a fine of \$250,000 to \$4 million.

Student Conduct Policy (500.8)

Illinois Eastern Community Colleges is committed to the personal growth, integrity, freedom of civility, respect, compassion, health, and safety of its students, employees, and community. To accomplish this commitment, IECC is dedicated to providing an environment that is free from discrimination, harassment, retaliation, and harmful behavior that hinders students, employees, or community members from pursuing IECC education or services. IECC has established the Student Code of Conduct (SCC) to communicate its expectations of students and to ensure a fair process for determining responsibility and appropriate sanctions when a student's behavior deviates from those expectations. IECC sanctions are independent of other sanctions that may be imposed by other agencies as a result of civil or criminal prosecution.

Students, through the act of registration at Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations published in the college catalog, program and student handbooks, and/or on the website.

Resources for Assistance for Students and Employees

There are no on-campus resources for students or employees seeking assistance with substance use. However, there are multiple resources included below from which students and employees alike could seek assistance.

- Alcoholics Anonymous (www.aa.org)
- Alcoholics Anonymous of Southern Illinois ([Southern Illinois Alcoholics Anonymous \(southernillinoisaa.org\)](http://SouthernIllinoisAlcoholicsAnonymous.org))
- Narcotics Anonymous (www.na.org)
- Illinois Department of Human Services, Division of Alcoholism and Substance Abuse; Questions about alcohol and substance abuse (1-800-662-4357)
- Illinois Department of Human Services Helpline for Information and Referral Services (800-843-6154)
- Wabash Community Health Center, Mt. Carmel (618-263-4970)
- Jasper County Health Department; Newton (618-783-4436)
- Lawrence County Health Department; Lawrenceville (618-943-3302)
- Carle Richland Memorial Hospital (Olney office 618-395-2131)
- Egyptian Public and Mental Health; Fairfield office (618-516-5326)

Resources for Assistance – Employees ONLY

Employees of the District who are concerned about their own drug or alcohol use and/or of their extended family members, may contact the Employee Assistance Plan (EAP) at 888.628.4809 or online at www.guidanceresources.com.

Sexual Misconduct, Prevention and Awareness, and Associated Procedures

Preventing Sexual Misconduct Policy (100.31)

I. Policy Statement

Illinois Eastern Community Colleges District #529 is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment and other misconduct based on sex, which includes sexual orientation and gender-related identity. The college prohibits all forms of sex-based misconduct, including but not limited to sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The college also prohibits discrimination and harassment based on sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its Nondiscrimination Policy (100.8).

It is the policy of Illinois Eastern Community Colleges to comply with Title IX of the *Education Amendments of 1972* (“Title IX”), the *Violence Against Women Reauthorization Act* (“VAWA”), Title VII of the *Civil Rights Act of 1964* (“Title VII”), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* (“Clery Act”), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex-based misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the college.

The full text of the IECC Preventing Sexual Misconduct Policy and Procedure are available at www.iecc.edu/titleix.

Confidential Options for Reporting

The following confidential advisors have been identified to provide support to victims. These advisors are not required to report any identifying information about an incident to the Title IX Coordinator without a victim's permission. A Memorandum of Understanding (MOU) is signed by both the institution and the sexual assault agency each year. The IECC Title IX Coordinator is designated as the liaison for the institution. The liaisons for the sexual assault agencies are listed below. All services provided by the sexual assault agencies are free of charge.

CAISA and SAFE are part of Illinois Coalition Against Sexual Assault, which has sexual assault centers across the state. CAISA serves LTC, OCC, and WVC. SAFE serves FCC. IECC works with both agencies to provide services to IECC students.

All services to survivors, provided by CAISA or 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 CAISA or SAFE (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 or SAFE does not directly provide services for domestic violence; however, CAISA or SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

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.

***CAISA (serving Lincoln Trail, Olney Central, and Wabash Valley)**

Olney Office 618-879-2130

Robinson Office 618- 544-9379

After-Hours Crisis Hotline: 866-288-4888

Liaison:

Name: Mickie Owens

Title: Director of Advocacy Services

Phone: 618-544-9379

Email: mickie.caisa@sacis.org

***SAFE (serving Frontier Community)**

Mt. Vernon, IL Office 618-316-7017

After-Hours Crisis Hotline: 800-625-1414

Liaison:

Name: Carleta D Trout

Title: SAFE Executive Director

Phone: 618-283-1414

Email: ctrout@safecrisiscenter.org

Additional Off-Campus Resources

The following local health, mental health, counseling and advocacy services are available for victims. At a victim's request, IECC personnel identified above can assist victims in accessing these services.

- a. IECC Employee Assistance Program 1-855-775-4357 or <https://rsli.acieap.com/>
- b. Illinois Coalition Against Sexual Assault: 217-753-4117 or www.icasa.org
- c. National Sexual Assault Hotline: 800-656-HOPE (4673); <https://www.rainn.org/get-help/national-sexual-assault-hotline>
- d. National Domestic Violence Help Line: 877-TO END DV (877-863-6338); http://www.cityofchicago.org/dam/city/depts/fss/supp_info/DV/MODVsafteycardEnglish.pdf
- e. AARDVARC – An Abuse, Rape and Domestic Violence Aid and Resource Collection at www.aardvarc.org
- f. The Illinois Coalition Against Domestic Violence: 877-863-6338; [Illinois Coalition Against Domestic Violence \(ilcadv.org\)](http://www.ilcadv.org)
- g. Illinois Attorney General's Office: 1-800-228-3368; [Illinois Attorney General - Helping Crime Victims \(state.il.us\)](http://www.illinoisattorneygeneral.gov/helping-crime-victims)
- h. Illinois Crime Victims Bill of Rights 725 ILCS 120-1: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1970&ChapterID=54>
- i. Illinois Crime Victims Compensation Program: 800-228-3368; <http://www.ag.state.il.us/victims/cvc.html>
- j. Illinois Department of Children and Family Services: 800-25-ABUSE (800-252-2873). <http://www.state.il.us/dcf/index.shtml>

Frontier Community	Lincoln Trail	Olney Central	Wabash Valley
Fairfield Police 911	Robinson Police 911	Olney Police 911	Mt. Carmel Police 911
Wayne Co. Sheriff 618-842-6631	Crawford Co. Sheriff 618-546-1515	Richland Co. Sheriff 618-395-7481	Wabash Co. Sheriff 618-262-4186
*Fairfield Memorial Hospital 303 NW 11 th Street Fairfield, IL 62837-2601 618-842-2611	*Crawford Memorial Hospital 1000 N Allen Street Robinson, IL 62454 618-544-3131	*Carle Richland Memorial Hosp. 800 E. Locust Street Olney, IL 62450 618-395-2131	*Wabash General Hospital 1418 College Drive Mt. Carmel, IL 62863 618-262-8621
SAFE 618-316-7017	CAISA Olney 618-879-2130 Robinson 618-544-9379	CAISA Olney 618-879-2130 Robinson 618-544-9379	CAISA Olney 618-879-2130 Robinson 618-544-9379
Egyptian Behavior Health (Fairfield Office) 618-516-5326	Lawrence County Health Dept. 618-943-3302	Jasper County Behavioral Health (Olney Office) 618-783-4154	Wabash County Health Center Regular Hours 618-263-4970

** Indicates health care options which provide rape kits and/or Sexual Assault Nurse Examiners. Seeking medical treatment also serves to preserve physical evidence of sexual violence.*

How to Be an Active Bystander

(Taken from Rape, Abuse, & Incest National Network, www.rainn.org)

Everyone has a role to play in preventing sexual assault. There are many ways that you can step in or make a difference if you see someone at risk. This approach to preventing sexual assault is referred to as “bystander intervention.”

How can I play a role in preventing sexual assault?

The key to keeping your friends safe is learning how to intervene in a way that fits the situation and your comfort level. Having this knowledge in hand can give you the confidence to step in when something isn't right. Stepping in can make all the difference, but it should never put your own safety at risk.

Create a distraction

- Do what you can to interrupt the situation. A distraction can give the person at risk a chance to get to a safe place.
- Cut off the conversation with a diversion like, “Let’s get pizza, I’m starving,” or “This party is lame. Let’s try somewhere else.”
- Bring out fresh food or drinks and offer them to everyone at the party, including the people you are concerned about.
- Start an activity that draws other people in, like a game, a debate, or a dance party.

Ask directly

- Talk directly to the person who might be in trouble.
- Ask questions like “Who did you come here with?” or “Would you like me to stay with you?”

Refer to an authority

- Sometimes the safest way to intervene is to refer to a neutral party with the authority to change the situation, like a college employee during regular operating hours, or to local law enforcement.
- Talk to a security guard, bartender, or another employee about your concerns. It’s in their best interest to ensure that their patrons are safe, and they will usually be willing to step in.
- Don’t hesitate to call 911 if you are concerned about someone else’s safety.

Enlist others

- It can be intimidating to approach a situation alone. Enlist another person to support you.
- Ask someone to come with you to approach the person at risk. When it comes to expressing concern, sometimes there is power in numbers.
- Ask someone to intervene in your place. For example, you could ask someone who knows the person at risk to escort them to the bathroom.
- Enlist the friend of the person you’re concerned about. “Your friend looks like they’ve had a lot to drink. Can you check on them?”

Your actions matter

Whether or not you were able to change the outcome by stepping in, you are helping to change the way people think about their role in preventing sexual assault. If you suspect that someone you know has been sexually assaulted, there are steps you can take to support that person and show you care.

Risk Reduction

With no intent to victim blame and recognizing that only abusers are responsible for their abuse, the following are some strategies to reduce one's risk of sexual assault or harassment (taken from Rape, Abuse, & Incest National Network, www.rainn.org):

1. Be aware of your surroundings. Knowing where you are and who is around you may help you to find a way to get out of a bad situation.
2. Try to avoid isolated areas. It is more difficult to get help if no one is around.
3. Walk with purpose. Even if you don't know where you are going, act like you do.
4. Trust your instincts. If a situation or location feels unsafe or uncomfortable, it probably isn't the best place to be.
5. Try not to load yourself down with packages or bags as this can make you appear more vulnerable.
6. Make sure your cell phone is with you and charged and that you have cab money.
7. Don't allow yourself to be isolated with someone you don't trust or someone you don't know.
8. Avoid putting music headphones in both ears so that you can be more aware of your surroundings, especially if you are walking alone.
9. When you go to a social gathering, go with a group of friends. Arrive together, check in with each other throughout the evening, and leave together. Knowing where you are and who is around you may help you to find a way out of a bad situation.
10. Trust your instincts. If you feel unsafe in any situation, go with your gut. If you see something suspicious, contact law enforcement immediately. Local authorities can be reached by calling 911 in most areas of the U.S.
11. Don't leave your drink unattended while talking, dancing, using the restroom, or making a phone call. If you've left your drink alone, just get a new one.
12. Don't accept drinks from people you don't know or trust. If you choose to accept a drink, go with the person to the bar to order it, watch it being poured, and carry it yourself. At parties, don't drink from the punch bowls or other large, common open containers.
13. Watch out for your friends, and vice versa. If a friend seems out of it, is way too intoxicated by the amount of alcohol they've had, or is acting out of character, get him or her to a safe place immediately.
14. If you suspect you or a friend has been drugged, contact law enforcement immediately. Be explicit with doctors so they can give you the correct tests (you will need a urine test and possibly others).
15. If you need to get out of an uncomfortable or scary situation here are some things that you can try:
 - a. Remember that being in this situation is not your fault. You did not do anything wrong; it is the person who is making you uncomfortable that is to blame.
 - b. Be true to yourself. Don't feel obligated to do anything you don't want to do. "I don't want to" is always a good enough reason. Do what feels right to you and what you are comfortable with.
 - c. Have a code word with your friends or family so that if you don't feel comfortable you can call them and communicate your discomfort without the person you are with knowing. Your friends or family can then come to get you or make up an excuse for you to leave.
 - d. Make up an excuse. If you don't want to hurt the person's feelings, it is better to lie and make up a reason to leave than to stay and be uncomfortable, scared, or worse. Some excuses you could use are needing to take care of a friend or family member, not feeling well, having somewhere else that you need to be, etc.
16. Try to think of an escape route. How would you try to get out of the room? Where are the doors? Windows? Are there people around who might be able to help you? Is there an emergency phone nearby?
17. If you and/or the other person have been drinking, you can say that you would rather wait until you both have your full judgment before doing anything you may regret later.

Programs to Prevent Domestic Violence, Dating Violence, Sexual Assault and Stalking

The district engages in comprehensive, intentional, and integrated programming, initiatives, strategies, and campaigns intended to end dating violence, domestic violence, sexual assault and stalking and:

1. Are culturally relevant, inclusive of diverse communities and identities, sustainable, responsive to community needs, and informed by research, or assessed for value, effectiveness, or outcome; and
2. Consider environmental risk and protective factors as they occur on the individual, relationship, institutional, community and societal levels.

Educational programming consists of primary prevention and awareness programs for incoming students and new employees and ongoing awareness and prevention campaigns for students and employees that include:

1. A statement that the institution prohibits the crimes of domestic violence, dating violence, sexual assault and stalking (as defined by the Clery Act).
2. The definitions of domestic violence, dating violence, sexual assault and stalking according to any applicable jurisdictional definitions of these terms;
3. What behavior and actions constitute consent, in reference to sexual activity, in the State of Illinois;
4. A description of safe and positive options for bystander intervention. Bystander intervention means safe and positive options that may be carried out by an individual or individuals to prevent harm or intervene when there is a risk of dating violence, domestic violence, sexual assault or stalking. Bystander intervention includes recognizing situations of potential harm, understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and acting to intervene.
5. Information on risk reduction. Risk reduction means options designed to decrease perpetration and bystander inaction, and to increase empowerment for victims in order to promote safety and to help individuals and communities address conditions that facilitate violence.
6. Information regarding:
 - a. procedures victims should follow if a crime of domestic violence, dating violence, sexual assault and stalking occurs.
 - b. how the institution will protect the confidentiality of victims and other necessary parties (as described in Notification of Rights and Options elsewhere in this document).
 - c. existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other services available for victims, both within the institution and in the community (as described in Notification of Rights and Options elsewhere in this document); and
 - d. options for available assistance in, and how to request changes to academic, living, transportation, and working situations or protective measures (as described in Notification of Rights and Options elsewhere in this document).
 - e. procedures for institutional disciplinary action in cases of alleged dating violence, domestic violence, sexual assault, or stalking.

Primary Prevention and Awareness Programs

These programs include distribution of educational materials to new students, participating in and presenting information and materials during new student and employee orientations, and offering specialized training.

Specifically, the Colleges offered **prevention and awareness programs for incoming students**. Each IECC college provides information at new student orientation and athlete orientations. The presentations include all forms of sexual discrimination, sexual harassment, sexual assault, sexual exploitation, domestic violence, dating violence, sexual violence, stalking, and bystander intervention. Presentations take the form of lecture, online, and hybrid. Information on preventing sexual misconduct is provided to new and current students in the student handbook (which has consistent content district-wide concerning district policies and procedures).

The district offered the following **primary prevention and awareness for new employees** in 2022:

Program Name	Type/Description	Date(s)	Location / Method	Target Audience
Personnel Handbook	All forms of sexual discrimination.	Ongoing; Hire Date	District Office, or FCC, LTC, OCC, WVC	New Full-time and part-time employees/ faculty

Ongoing Awareness and Prevention Programs

The district offered the following **ongoing awareness and prevention for students** in 2022:

Program Name	Type/Description	Date(s)	Location/ Method	Target Audience
Student Handbook	All forms of sexual discrimination.	Ongoing	Website/ Entrata Student Portal	Enrolled students
Students Right to Know – Disclosures Email Notification	All forms of sexual discrimination and Annual Security Report.	3/9/2022 9/29/2022	Entrata Email	Enrolled students
Brochures	Sexual Assault	Ongoing	FCC, LTC, OCC, WVC	Enrolled students
Flyers	Sexual Harassment	Ongoing	FCC, LTC, OCC, WVC	Enrolled students

The district offered the following **ongoing awareness and prevention** for **employees** in 2022:

Program Name	Type/Description	Date(s)	Location/ Method	Target Audience
Personnel Handbook	All forms of sexual discrimination.	Ongoing. Hire Date	District Office, or FCC, LTC, OCC, WVC	All employees
Students Right to Know – Disclosures Email Notification	All forms of sexual discrimination.	3/9/2022 9/29/2022	Entrata Email	All employees
Title IX Athletic and/or International Staff Training	All forms of sexual discrimination.	Annually and Ongoing	FCC, LTC, OCC, WVC	Athletic Coaches and Directors/ International Department Staff
Title IX Investigator/ Coordinator Training	All forms of sexual discrimination Policy/Procedure Training Online Training Law/Policy Updates	Annually and Ongoing	District Office, or FCC, LTC, OCC, WVC	Title IX Coord., Sexual Misconduct Investigators

MEMORANDUM

To: Board of Trustees
From: Ryan Gower
Date: June 18, 2024
RE: MOU With Richland County Health Office

Illinois Eastern Community Colleges (OCC) and the Richland County Health Office annually update a Memorandum of Understanding (MOU) between the two entities. This MOU provides access to the Olney Central College gymnasium and parking lot as a location to distribute medication and/or vaccinations in the event of an emergency.

The MOU has been reviewed by SEPC and approved. I ask the Board of Trustees to approve the MOU.

RG/cs

Attachment

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

RICHLAND COUNTY TB & PUBLIC HEALTH OFFICE
AND
OLNEY CENTRAL COLLEGE (OCC)

- I. **General Purpose:** To provide the Richland County TB & Public Health Office use of their gym and parking area adjacent to the gym for dispensing of medications or vaccines in the event of emergency/disaster event.

It is the intent of this agreement to:

- A. Define the responsibilities and information needed to carry out this agreement.

II. **Responsibilities of each agency:**

A. Richland County TB & Public Health Office will:

1. Give 24-48 hour notice to specified OCC individual(s) of the intent to distribute meds/vaccines from their facility.
2. Give information of the extent of the situation and time needed to carry out distribution.
3. Give OCC staff & immediate families priority of distribution from a list provided by OCC that includes names of employees and names of immediate family members.
4. Provide the following 24/7 phone number contact information to OCC representatives.
Heather Curtis, NP-C Richland County TB & Public Health Office Administrative Nurse Practitioner
Office phone: 618-392-6241
Cell phone: 334-332-0598

B. Olney Central College will:

1. Provide Richland County TB & Public Health Office with 24/7 names and phone number contact information in the event of an emergency event.
2. Provide basic floor plans of the grounds and facility for assessment of safety and traffic flow before any emergency event takes place.
3. Provide help in setting up distribution area, such as organizing tables, chairs, waste receptacles, etc.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. Review of this agreement will be done annually. This agreement may be terminated by either party upon thirty (30) days written notice.

Agreed to and accepted by:

Ryan Gower
CEO, IECC District #529

Date _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Chris Simpson
President, Olney Central College

Date _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Gary Carter
IECC Board Chairman

Date _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Heather Curtis, NP-C
Richland County TB & Public Health Office

Date _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Jessica Clark
Coordinator Richland County EMA

Date _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

Review Date: _____

Initials _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 18, 2024
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 renew the following agreements in an annual review of affiliation agreements. These agreements have previously been reviewed and approved by SEPC and are now cycling through on a standard renewal window:

Standard Clinical

Christopher Rural Health
Crawford County Health Department
Daviess Community Hospital
Embarras River Basin Senior Center
Flora Rehabilitation & Health Care Center
Hamilton Memorial Hospital (MLT and PTA only)
Jasper County Ambulance
Jasper County Health Department
Lakeland Rehabilitation & Health Care Center
Lawrence County Ambulance Service
Lawrence Crawford Association for Exceptional Citizens
Meadowbrook Skilled Nursing and Rehab
Newton Care Center
Ridgeview Health & Rehab
Robinson Rehab & Nursing
Rural Med EMS
Sarah Bush Lincoln Health Center
Sullivan County Community Hospital
United Life Care Ambulance Service
Wayne City Ambulance Service

Wabash Senior Living & Rehabilitation

Standard Non-Clinical

Buckeroo Early Education Center
Christopher Rural Health
Crawford County Health Department
Embarras River Basin Head Start
Fox River
Happy Day Express
Horizon Health
Kiddie Kollege
Lawrence Crawford Association for Exceptional Citizens
Sullivan County Community Hospital
Wayne County Health Department

Negotiated Clinical

Aperion Care Bridgeport
Horizon Health

Non-Standard (Agency) Clinical

Terre Haute Regional Hospital (PTA only)

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

RG/sc

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College
CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and _____
_____(hereinafter referred to as AGENCY): of _____
_____(city) (state)
_____.

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

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

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

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

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

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

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

13. This agreement will remain in effect until July 1, 2026, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY
COLLEGES DISTRICT #529

Signature: _____

Chair, IECC Board of Trustees

Name: _____

Date: _____

Title: _____

Date: _____

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. 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 requests.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College
NON-CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and _____ (hereinafter referred to as AGENCY): of _____ (city) (state) _____.

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for 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 designated employee(s) on behalf of DISTRICT #529 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. DISTRICT #529 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 DISTRICT #529 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 DISTRICT #529 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 DISTRICT #529 Program Coordinator who will remove the student(s) from the internship.

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

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, DISTRICT #529 Program Coordinator and

student(s). Compensation is not a requirement. Neither DISTRICT #529 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 DISTRICT #529 prior to any assignment at the AGENCY.

8. This agreement will remain in effect until July 1, 2026, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 degree and certificate 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 _____.

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

Administrator, Hospital or Agency

Chair, IECC Board of Trustees

Date

Date

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. 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.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College
CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and Aperion Care Bridgeport

_____ (hereinafter referred to as AGENCY) of: Bridgeport, Illinois
_____ (city) (state)
_____.

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

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

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

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

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

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

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

13. This agreement will remain in effect until July 1, 2026, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least sixty (60) days ~~one (1) school calendar year's~~ written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY
COLLEGES DISTRICT #529

Signature: _____

Chair, IECC Board of Trustees

Name: _____

Date: _____

Title: _____

Date: _____

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. 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 requests.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College
CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and Horizon Health

_____ (hereinafter referred to as AGENCY) of: Paris, Illinois
_____. (city) (state)

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

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

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

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

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

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

12. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY. ~~and conference room facilities for use of IECC Faculty and students.~~

13. This agreement will remain in effect until July 1, 2026, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY
COLLEGES DISTRICT #529

Signature: _____

Chair, IECC Board of Trustees

Name: _____

Date: _____

Title: _____

Date: _____

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. 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 requests.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of _____, 20____ (the "Effective Date") by and between Illinois Eastern Community College District #529 ("School") and Terre Haute Regional Hospital ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Physical Therapist Assistant (the **Degree Program**);

WHEREAS, School desires to provide up to [Number] TBD students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("**Clinical Program**"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "**Participating Student**");
 - (ii) advise each Participating Student, Degree Program faculty and other School representatives onsite at the Facility for purposes related to the Clinical Program ("**Program Participant**") to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "**Rotation**");
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
 - (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
 - (vi) require Program Participants to treat Hospital patients, staff and Clinical Program

supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

- (vii) timely prepare and update with input from Hospital Rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) advise Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program. When Participating Students are supervised in connection with the Clinical Program while on site at Hospital by licensed healthcare professionals who are not employed by Hospital or its affiliates, School represents and warrants that it (including its affiliate) will not compensate any such faculty for their services provided to School in connection with the Clinical Program except in a manner that is consistent State and Federal law.
- (ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.
- (iii) Without limiting the foregoing, all Program Participants shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.
- (v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program. If Participating Student notifies School that they revoke said consent, School shall immediately notify Hospital and the revocation shall become effective immediately upon such notice as applicable to any decisions after that date.

(c) **Compliance with Program Requirements.** School acknowledges that compliance by

School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

- (d) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements**. School shall require each Participating Student and, at Hospital's request, each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is

located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin risk assessment, symptom screening and Interferon-Gamma Release Assay or Tuberculin Skin Test performed prior to the first day of the rotation or documentation as a previous positive reactor;
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she must comply at all times with Facility's Communicable Disease Protection policy; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons or as otherwise compliant with applicable Hospital policy.
- (k) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks**.
- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

- B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).
- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the

Program at the Facility.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (p) **Approval and Authorization.** Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate department as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.
- (d) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (e) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and

state peer review and joint defense laws.

- (f) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
 - (g) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
 - (h) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
 - (i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
 - (j) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (k) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (l) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
 - (m) Hospital shall maintain the confidentiality of information it receives from School about a Participating Student in a manner consistent with Hospital's policies regarding confidentiality of employee records.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "**Program Representative**") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future

employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable

accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

7. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with 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.

8. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

9. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES.**

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or

If to School: Illinois Eastern Community Colleges
233 E Chestnut Street
Olney, IL 62450

Attention: Coordinator of Curricular Reporting & Articulation

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

20. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

21. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.103) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

22. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

23. **NO PAYMENTS.** No payments will be made between the Parties in connection with this Agreement.

24. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

25. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

Illinois Eastern Community College District #529

By: _____

Title: Chairman, IECC Board of Trustees

Date: _____

Terre Haute Regional Hospital

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company’s sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the

- Company's intranet).
5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
 6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.

19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."

26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ verifies the Subject's Social Security Number
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- _____ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 18, 2024
RE: Policy 400.22 Salary Basis

Effective July 1, 2024, the U.S. Department of Labor has increased the Fair Labor Standards Act's (FLSA's) annual salary-level threshold from \$35,568 to \$43,888. Effective January 1, 2025, the threshold will increase to \$58,656 for white-collar exemptions. Employees making less than the salary-level threshold, will be eligible for overtime if they work more than 40 hour per week.

To be exempt from overtime under the FLSA's "white collar" executive, administrative and professional exemptions, employees must be paid a salary of at least the threshold amount and meet certain duties tests. If they are paid less or do not meet the tests, they must be paid 1.5 times their regular hourly rate for hours worked in excess of 40 in a workweek.

If there are no court injunctions put into place prior to July 1, 2024, policy 400.22 will need to be updated to reflect the weekly minimum threshold from \$684 per week to \$844 per week to remain in compliance with the with Department of Labor. If a court injunction is put into place, IECC's existing Policy 400.22 will be unchanged with a salary basis of \$684 per week.

The proposed policy revisions have been approved by the Strategic Engagement Plan Council. I would ask the Board to waive the second reading and authorize IECC administration to update Policy 400.22 with the new earnings threshold provided there are no court injunctions prior to July 1.

RG/am

Attachment

Salary Basis Policy (400.22)

Date Adopted: October 19, 2004

Revised: November 15, 2016

Revised: February 16, 2021

Revised: TBD Effective: 07/01/2024 (If no court injunctions happen)

The Fair Labor Standards Act (FLSA) requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. Section 13 (a)(1) and Section 13(a)(17) also exempt certain computer employees. These exemptions are often called the “white-collar” or “EAP” exemptions. To qualify for exemption, employees generally must meet specific tests regarding their job duties, and be paid on a salary basis at not less than ~~\$844~~ \$684 per week. Job titles alone do not determine exempt status. An employee’s specific job duties and salary must meet all the requirements of the Department’s regulations for the exemption to apply.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than ~~\$844~~ \$684 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine, as outlined by the Department of Labor.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the exempt employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Employers may use nondiscretionary bonuses and incentive payments (including commissions) paid on an annual or more frequent basis, to satisfy up to 10 percent of the standard salary level. Additionally, if after the 52-week period, the employer has not met its financial obligation, the employer can make a final “catch-up” payment within one pay period after the end of the 52-week period to bring an employee’s compensation up to the required level. Any such catch-up payment will count only toward the prior year’s salary amount and not toward the salary amount in the year in which it is paid.

Circumstances in Which Deductions May be Made from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deductions is made in accordance with a bona fide plan, policy or practice or providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, the employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the

Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Policy on Improper Deductions

It is our policy to comply with the salary basis requirements of the FLSA. Supervisors are prohibited from making any improper deductions from the salaries of exempt employees. Employees should be aware of this policy. Illinois Eastern Community Colleges does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

Employees, who believe that an improper deduction has been made to his/her salary, should immediately report this to the District Executive Director of Human Resources.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly paid for any improper deduction.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

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

The District’s insurance coverage for property, casualty, and liability is due July 1, 2023. To bind coverage, the agreements must be entered into by midnight June 30, 2023.

The insurance market remains tight with few carriers willing or able to quote rates for the District. Though positioned well through loss control visits and other marketing efforts by one current broker, Assured Partners, multiple carriers cited current loss histories as reasons for declining to quote. IECC did receive one competing property quote with a higher premium and deductible than the current carrier, Wright Specialty.

All lines of coverage are outlined below along with a comparison to the renewal premium for the period beginning July 1, 2024.

Coverage	7/1/23 -7/1/24 Expiring Term Premium	7/1/24 – 7/1/25 Renewal Premium
Property	\$210,308	\$252,355
General Liability	\$106,890	\$116,234
Inland Marine	\$6,760	\$6,760
Commercial Auto & Garage Keepers Liability	\$47,337	\$56,726
Commercial Umbrella Liability	\$39,611	\$45,923
Crime	\$1,211	\$1,534
Workers Compensation – Encova	\$92,065	\$126,524
Cyber Liability – TriSura Specialty	\$30,226	\$29,466
Multimedia Liability – Axis	\$4,256	\$4,256
Fiduciary Liability – Chubb	\$1,684	\$1,684
Foreign Package – AIG	\$2,500	\$2,500
Professional Liability – Gemini	\$6,557	Not renewing
Total	\$549,405	\$643,962

I ask the Board to accept the current renewals as listed above and authorize the Chancellor to execute coverage with Wright Specialty for the District package liability coverage for period July 1, 2024, to June 30, 2025.

RG/akb

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Building and Maintenance Fund Resolution

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

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

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

RG/akb
Attachment

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Inter-Fund Loans Resolution

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

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

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during Fiscal Year 2025, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2025.

RG/akb

Attachment

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Working Cash Fund Resolution

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

The Treasurer of the District has or will transfer approximately up to \$255,000 from the Working Cash Fund to the General Fund prior to June 30, 2024.

Only interest is transferred, and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. As of June 30, 2024, the Working Cash Fund principal is \$6,315,000.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately up to \$255,000 Working Cash Fund interest to the General Fund on or before June 30, 2024.

RG/akb
Attachment

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills incurred in June, but invoiced in July, as expenses for Fiscal Year 2024. By July 30 all accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

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

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

RG/akb

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Lease Agreements

The following leases are submitted for Board consideration and action:

1. IECC/LTC Storybrooke Pre-K (Regional Office of Education #12) Lease – The lease began on September 18, 2019, and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to May 31, 2025, at \$2,160 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. IECC/LTC/Twin Rivers Lease – The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. The lease term is being extended to June 30, 2026, at the monthly rent of \$250.
3. IECC/Buckeroo Early Education Center – This lease is for the use of two (2) classrooms (1,200 sq. ft.) in Wattleworth Hall to be used as classroom facilities for the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5. The lease commences July 1, 2024, through June 30, 2025. The total monthly rent is \$1,500.
4. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton's Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2014, through June 30, 2029.
5. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2024, through June 30, 2026, at the current monthly rent of \$225.
6. IECC/OCC ROE Lease – The lease is for three classrooms at OCC on the second floor of Wattleworth Hall, and three office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilities for the facilitation of the ASSIST program. The lease period is August 1, 2024, through May 31, 2025, at the current monthly rate of \$5,000.

7. IECC/WVC Athletic Facility – The lease (Andy G. Hocking) is for use of a building located at 525 Oak Street, Mt. Carmel, IL for an athletic training facility. The term of the lease is July 1, 2024, through June 30, 2025. The rent is \$950/month.
8. IECC/FCC/LTC/OCC/WVC – The lease (Bluebolt Outdoor LLC) provides space on the FCC, LTC, OCC, and WVC campuses for the placement of solar powered benches/newspaper kiosks. The term of the lease begins June 18, 2024, and expires on the fourth (4th) anniversary of the installation of when the units were completed. The lease contains two additional four (4) year terms. Rent is paid monthly at a rate of ten percent (10%) of the gross advertising reserves generated by the units.

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

1. IECC/JAL Lease – The lease is for approximately 2,519 square feet in West Frankfort, Illinois to be used by IECC for the Workforce Education Department. The lease commences May 15, 2023, and shall extend for a term of three (3) years to be reviewed annually on July 1 ending at midnight on June 30, 2026, unless earlier terminated or extended. There is no rent but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.
2. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive, Mt. Carmel, Illinois. In exchange for this use, the College District provides mowing, snow clearing, and routine maintenance of the building. This lease period is being renewed for five years, commencing July 1, 2020, and will expire June 30, 2025.
3. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas, and electric service to the Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2025, under the current lease agreement.
4. IECC/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 for the thirty-year period.
5. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet piece of property, including access thereto, located at the north west corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an

oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009, for twenty years to August 17, 2029.

6. IECC/Wabash Telephone Cooperative – The lease is for the placement of an upright communications cabinet, generator, and fence on approximately 450 square feet on the northeast corner of the Lincoln Trail College campus. In exchange for the lease, Wabash Telephone Cooperative provides a dedicated fiber connection for use in academic and administrative functions at LTC. The term of the lease is March 20, 2024, through June 30, 2034.
7. IECC/FCC and Fairfield Park District of Fairfield, Illinois – Intergovernmental Agreement between IECC/FCC and Fairfield Park District of Fairfield, Illinois, as amended by Board action on January 14, 2015, for the Lease, Operation and Use of a certain softball diamond at Southwest Park, Fairfield, Illinois through the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessors.
8. IECC/FCC First Brands Group, LLC Lease – The lease is for IECC and FCC to use the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for IECC/FCC training and instruction of the College’s truck driving training and related instruction. The lease is in effect from October 2022 through October 2024. At the end of the contracted period this Agreement can be extended upon agreement of both parties. There is no fee for use of this facility.
9. IECC/LTC/ICN Intergovernmental Agreement – The agreement provides the Illinois Century Network (ICN) with approximately 294 sq. ft. to install and maintain data equipment for the operation of an Intermediate Light Amplification for interconnecting high-speed data connections. The term of the lease began June 18, 2013, and runs through June 18, 2033. In consideration IECC receives high-speed internet service at no charge.
10. IECC/LTC Crawford County Recreation Center – The lease term began October 18, 2023, and expires May 31, 2033. The terms provide for the operation of the natatorium, wellness area, and gymnasium as a recreation center for Crawford County. The rent is set at \$1 per year.
11. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel, Illinois. Lease term is for one (1) year from October 6, 2024, to October 5, 2025. Additionally, the agreement automatically renews for two (2) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term. The lease provides monthly rent at \$150 and wireless connection for monitoring tower connectivity.

RG/akb
Attachments

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

1. The Lease Agreement entered into this 1st day of August 2024 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education 12 Preschool Program), whose address is 300 W. Main Street, Suite 307, 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: use of three classrooms in the Industrial Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 4,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2024, through May 31, 2025, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand One Hundred Sixty Dollars (\$2,160) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory 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. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
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 their presence on the date executed

_____.

LESSEE: Regional Office of Education #12

By: _____
Its: Jeremy Brush, Regional Superintendent

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut Street
Olney, IL 62450

By: _____
Its: Dr. Ryan Gower, Chancellor

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

1. The Lease Agreement entered into this 1st day of July 2024, between the Illinois Eastern Community Colleges whose address is 233 East Chestnut Street, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 11220 State Highway 1, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2024, through June 30, 2026, 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 Hundred Fifty Dollars (\$250) monthly. 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 \$250 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alterations or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory 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. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
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 their presence on the date executed
_____.

LESSEE: Twin Rivers Vocational System

11220 State Highway 1
Robinson, IL 62454

By: _____
Its: Troy Hickey

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut Street
Olney, IL 62450

By: _____
Its: Dr. Ryan Gower, Chancellor

LEASE AGREEMENT
BETWEEN
Buckeroo Early Education Center
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of July 2024 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut Street, Olney, Illinois 62450 hereinafter called the LESSOR and Buckeroo Early Education Center, whose address is 826 Lamson Street, Flora, Illinois 62839, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of two classrooms and small storage area in Wattleworth Hall currently known as Cozy Corner (approximately 1,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2024, through June 30, 2025, 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 (\$1,500) monthly. The rent shall be due and paid by the 5th day of each month.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, on call maintenance service for days OCC is not in session, and electricity.
6. Food service for breakfast and lunch will be available on days OCC is in session to LESSEE at a cost agreed to by OCC Food Service and LESSOR.
7. 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 once approved by the LESSOR.
8. 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.
9. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in every instance.

10. 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.
11. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory 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. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
12. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed

_____.

LESSEE: Buckeroo Early Education Center

By: _____

Its: Pam Hancock, Owner

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut Street

Olney, IL 62450

By: _____

Its: Dr. Ryan Gower, Chancellor

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of June 2024, by and between Illinois Eastern Community College District #529 (“**Lessor**”), and Britton’s Bullpen. (“**Lessee**”).

RECITALS:

WHEREAS, Lessor is the owner of certain real property located in Noble, Illinois, commonly known as the Terry L. Bruce West Richland Center; and

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

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

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

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

1. In lieu of a cash rental, Lessee agrees to mow the outfields of the baseball and softball fields and maintain the baseball and softball infield spaces. Lessee shall also maintain the fences and spray so that weeds are controlled.
2. Lessor agrees to provide water and electricity sufficient to provide a maintenance of the baseball and softball fields.
3. Lessor hereby grants to Lessee, and its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement.
4. **Term: Termination.** This Agreement shall commence on July 1, 2024, and shall continue thereafter for an initial term of five (5) years. Notwithstanding, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days’ notice to Lessor.
5. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default, then the other Party may upon written notice terminate this Agreement.

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

7. **Insurance.** The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory 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. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.

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

Lessor:

Illinois Eastern Community Colleges
Attn: Chancellor
233 East Chestnut Street
Olney, IL 62450

Lessee:

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

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

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

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

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

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

LESSOR:

LESSEE:

ILLINOIS EASTERN COMMUNITY COLLEGE

BRITTON'S BULLPEN

By: _____

By: _____

Name: _____

Name: Phillip Britton

Title: IECC Board Chairman

Title: _____

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

1. The Lease Agreement entered into this 1st day of July 2024 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known at 305 Northwest St. Room 208 A, Olney, Illinois 62450, and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2024, through June 30, 2026, 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 Hundred Twenty-Five Dollars (\$225) monthly. 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 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, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory 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. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
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 their presence on the date executed _____.

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

1805 South Banker Street
Effingham, IL 62401-0928

By: _____
Its: Kevin Bushur, Chief Executive Officer

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut Street
Olney, IL 62450

By: _____
Its: Dr. Ryan Gower, Chancellor

LEASE AGREEMENT
BETWEEN
ASSIST
(A Regional Office of Education Truant and Alternative Education Program)
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of August 2024 between the Illinois Eastern Community Colleges District #529 whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and ASSIST Program (A Regional Office of Education 12 Truant and Alternative Education Program), whose address is 300 W. Main Street, Suite 307, Robinson, Illinois 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: use of three classrooms at Olney Central College on the second floor of Wattleworth Hall, and three office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilitates for the facilitation of the ASSIST program to allow local residents to have access to educational opportunities for children grades 6th-12th.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2024, through May 31, 2025, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew May 31, 2025, at the end of the initial lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Five Thousand Dollars (\$5,000) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs, as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall, under the terms of this Lease Agreement, ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied. The LESSEE shall under the terms of this Lease Agreement repair or replace damage to any portion of the leased space identified above during the term of this lease at LESSEE expense.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory 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. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
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 their presence on the date executed

_____.

LESSEE: Regional Office of Education #12

By: _____
Its: Jeremy Brush, Regional Superintendent

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut Street
Olney, IL 62450

By: _____
Its: Dr. Ryan Gower, Chancellor

LEASE AGREEMENT

This lease agreement for the building located at 525 Oak Street, Mt. Carmel, IL is made between Andy G. Hocking (Lessor) and Illinois Eastern Community Colleges – Wabash Valley College (Lessee), with access to the building via Oak Street.

This 12-month lease term will begin July 1, 2024, and end on June 30, 2025. Upon request by Lessee and approval of owner, the lease may be extended.

The Lessee (Wabash Valley College) agrees to pay monthly rent in the amount of \$950. Rent will be due the first day of each month.

Wabash Valley College will arrange for and pay all utilities to be used on the premises, including but not limited to, water, sewer, natural gas and electricity. Lessor will pay taxes on the premises which fall due during the term of this Lease and renewal hereof, if any.

If damage by fire or other casualty to the building is so extensive as to amount to 50% or more total destruction of said building then Wabash Valley College, 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, Lessor 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 Lessor's control shall be considered in determining what constitutes "reasonable dispatch". Wabash Valley College shall surrender the demised premises to Lessor within 5 days after party has given written notice of any termination hereunder to the other, and Wabash Valley College shall remove all personal property from the premises within that time.

Wabash Valley College agrees that during the term of this Lease, at their expense, they will carry liability insurance with a company acceptable to Lessor providing for a minimum of \$1,000,000.00 per person \$1,000,000 per accident \$500,000 for property for occurrence on the demised premises. Wabash Valley College shall also provide and pay fire, wind damage and full coverage property insurance; and name the Lessor as an other insured. Lessor shall not be liable to Wabash Valley College 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 College. Personal property herein referred to shall include, College's fixtures, furniture and equipment, even though the same may be attached or affixed to the building herein leased to College.

Wabash Valley College shall not allow any intoxicating beverages or liquors to be served or used on said premises.

Lessor covenants that Wabash Valley College, 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 for any renewal hereof in accordance with the terms of this Lease.

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.

LESSEE _____
Dr. Ryan Gower, Chancellor

Date _____

LESSOR _____
Andy G. Hocking

Date _____

LEASE AGREEMENT

Illinois Eastern Community Colleges

LEASE AGREEMENT (this “Agreement” or this “Lease”) made this ___ day of _____, 202_, by and between _____, a _____ (“Landlord”) and **BLUEBOLT OUTDOOR LLC**, a New York limited liability company, with its principal office at 419 Park Avenue South, Suite 605, New York, NY 10016, or its designee (“Tenant”). Landlord and Tenant may be collectively referred to as “Parties”.

WITNESSETH:

1. **Lease:**

- (a) Landlord as the owner of the university/college commonly known as “Illinois Eastern Community Colleges” (the “Campus”) does hereby lease to Tenant during the Term hereof (as set forth in Paragraph 2 below) (i) the areas set forth on Exhibit A hereto (as the same is amended and supplemented from time to time by the Parties) located in around various areas of the Campus (such areas being hereinafter referred to as the “Sign Areas”), subject to the terms and conditions hereinafter set forth. Landlord’s lease of the Sign Areas to Tenant shall include the exclusive right by Tenant to install, replace, maintain and operate, and sell advertising space in the Sign Areas on solar powered benches/newspaper kiosks (the “Units”) all subject to the terms and conditions hereinafter set forth.
- (b) Landlord hereby grants a non-exclusive lease and license to Tenant to the common areas of the Campus in common with Landlord and with all others for whose convenience and use the common areas of the Campus have been or may hereafter be provided subject, however, to the rules and regulations for the use thereof as may be prescribed from time to time by Landlord in order to: (i) access the Sign Areas; and (ii) install, replace, modify, maintain, repair and operate the Program on the Units.

2. **Term:**

- (a) The term of this Agreement (the “Term”) shall commence on the date it is executed and delivered by both parties and shall continue until the date that is on the fourth (4th) anniversary of the date on the installation of all Units has been completed. Tenant’s obligation to pay rent (the “Rent Commencement Date”) shall commence upon the completion of all Units at the Campus.
- (b) **Renewal Period:** The Term will automatically renew for successive two additional four (4) year terms unless and until either party provides the other with written notice of an intent not to renew sent no less than one hundred twenty (120) days prior to the expiration of the then current Term.
- (c) **Landlord Termination Right:** Notwithstanding anything in this Lease to the contrary, on the date this is one hundred twenty (120) days prior to the third (3rd) anniversary of the Rent Commencement Date, time being of the essence, Landlord shall one opportunity to terminate this Lease upon written notice to Tenant sent on such date. In such event, Landlord shall pay Tenant an amount equal to Tenant’s cost of removing, packing and shipping each Unit, which cost is currently estimated to be approximately \$1,000 per Unit. The failure of Landlord to timely send such notice, time being of the essence, shall act to terminate and waive Landlord’s termination right herein.

3. **Rent:**

- (a) Commencing on the Rent Commencement Date, Tenant shall pay Landlord rent equal to ten percent (10%) of the Gross Advertising Revenues generated and received from the Units pursuant to media contracts from advertisers. The Rent required to be paid to Landlord shall be payable within thirty (30) days following the end of each calendar year. Tenant shall send such payments to the address for Landlord as provided for herein, or as otherwise directed by notice from Landlord.

4. **Tenant Reporting:**

- (a) Tenant agrees that it will furnish to Landlord within thirty (30) days after the end of each calendar year an annual Sales Statement of Gross Advertising Revenues for such year, showing in reasonable detail the amount of Gross Advertising Revenues for said year, and the amount of the total Advertising Rents owed to Landlord for said year.

5. **Tenant's Obligations:**

- (a) Tenant shall be responsible for the foregoing related to the Units and advertising:
- i) Tenant shall install and maintain the Units at locations shown in Exhibit A at its sole cost and expense. Estimated lead time from signing contract to installation of Units is 3-6 months. Specifications of current model of the Units can be [found here](#). If at any time during the term of this Agreement, the Landlord elects to relocate the Units, the Tenant shall relocate the Unit(s) to such new location(s) designated by the Landlord at Landlord's sole cost and expense.
 - ii) Tenant shall provide creative of advertisers to Landlord prior to installation on the Units.
 - iii) Within sixty (60) days of written notice from the Landlord, Tenant shall replace any Units that are beyond economical repair or shall adequately repair any substantially damaged Units. If units are beyond repair or badly damaged, then Tenant shall remove unit within 7 working days. The Tenant shall not be responsible and shall not be liable for any repairs or replacement of any Units which have been damaged or destroyed due to negligence or misuse by the Landlord, its employees or students.
 - iv) Except if due to negligence or misuse by Landlord, its employees or students, major maintenance which includes repair or replacement of a Unit with major malfunctioning damage, shall be performed by the Tenant.
 - v) Tenant shall not acquire any right, title or interest in any Landlord property, including but not limited to the Campus, which shall at all times remain the property of the Landlord.
 - vi) Tenant shall compensate the Landlord in the following amount and manner:
 - (1) Units: Tenant shall pay the Landlord Rent equal to ten percent (10%) of all Gross Advertising Revenue derived from third-party advertising media payments on the Units.
 - (2) Additional 10% of Gross Advertising Revenue from any Referral that the Landlord sends to the Tenant, as long as the Tenant has not already engaged said referral.
 - (a) Said Rent will be paid to:
Illinois Eastern Community Colleges
233 E. Chestnut Street
Olney, IL 62450
Attn: Ryan Hawkins
 - vii) Except to the extent caused by the negligence or willful misconduct of Landlord, or its partners, members, servicers, trustees, officers, directors, shareholders, beneficiaries, agents, contractors and employees (the "Landlord Related Parties"), Tenant hereby agrees to indemnify and hold and defend Landlord and the Landlord Related Parties harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Sign Areas; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant under this Lease; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees.

Initial Initial

6. **Landlord's Obligations:**

- (a) The Landlord shall be responsible for the foregoing:
- i) The Landlord shall grant the Tenant, and its agents, a limited license to enter and occupy the Campus for the purpose of installing and maintaining the Units, and for all other means to reasonably carry out the purpose of this Agreement.
 - ii) The Landlord acknowledges that the Units are the sole property of the Tenant, and it shall take no action, or refrain from taking any action, that is inconsistent with the Tenant's ownership.
 - iii) The Landlord agrees to indemnify, defend, and hold the Tenant harmless related to any claim or cause of action arises from the negligence or misconduct of Landlord, its employees, agents and invitees.
 - iv) Landlord confirms quantity of Units and any specific colors, including specific Pantone colors if required.

- v) Basic wipe down as maintenance / cleaning staff tends to the grounds.
- vi) The Landlord will accept and unload the delivery of the Units to the campus. Landlord will be provided with 30 days' notice for the delivery date. Delivery and installation will commence at times approved by Landlord to minimize interruptions to foot traffic. All deliveries to the Landlord of the Units and related materials shall be made to the following address:

(1) Frontier Community College (Terry L. Bruce West Richland Center)

Contact: Melanie Wiseman
 Phone: 618-395-7777
 Address: 320 E North Avenue, Noble, IL 62868

(2) Lincoln Trail College

Contact: Chris Ellington
 Phone: 618-544-8657
 Address: 11220 State Highway 1, Robinson, IL 62454

(3) Olney Central College

Contact: Amy Tarr
 Phone: 618-395-7777
 Address: 305 North West Street, Olney, IL 62450

(4) Wabash Valley College

Contact: Ernie Majors
 Phone: 618-262-8641
 Address: 2200 College Drive, Mt. Carmel, IL 62863

- (5) If Landlord is unable to accept delivery of Units, Tenant will make other arrangements.

7. **Notices:**

- (a) Any and all notices that may be necessary and/or required under the terms and conditions of this Agreement shall be in writing and shall be given or made (and shall be deemed duly given or made upon receipt) by (1) delivery in person, (2) commercial overnight courier service, (3) email or (4) certified mail with return receipt and pre-paid postage, to the respective parties at the following addresses:

If to the TENANT, to:

Bluebolt Outdoor LLC
 419 Park Avenue South, Suite 605
 New York, NY 10016
 Attn: Evan Seigerman
 Phone: 646-214-5985
 evan.seigerman@blueboltoutdoor.com

If to the LANDLORD, to:

Illinois Eastern Community Colleges
 Attn: Ryan Hawkins, CFO
 233 East Chestnut Street
 Olney, IL 62450
 Phone: 618-393-2982
 hawkinsr@iecc.edu

8. **Prohibited Commercial Advertising Materials:**

- (a) The Landlord has furnished the Tenant with a list of subject matters to which Landlord objects for commercial advertising. The Tenant shall not install, or permit, advertising on the Units that contain the prohibited subject matter identified by the Landlord and set forth in Exhibit B attached to, and made a part of, this Agreement.

9. **Location of Units:**

- (a) Each Unit shall be installed at agreed upon locations on the Campus, as indicated with a "B" on the campus map for the Solar Powered Benches, and a "K" on the campus map for the Solar Powered Newspaper Kiosks, shown on Exhibit A (Sign Areas).
- (b) At all times, the Units shall be installed with proper site lines to allow for viewing of advertisements, free from interference from:

- i) Trees
- ii) Garbage Cans
- iii) Other Obstructions

10. **Taxes/ Governmental Charges:**

- (a) The Landlord shall be responsible for the payment of all real property taxes and assessments, whether general, special, ordinary, extraordinary, or otherwise levied on or assessed against its property. In no event shall the Tenant be liable for the payment of any monies to the Landlord other than those expressly set forth in Section 3(a) of this Agreement.

11. **No Partnership/ Joint Venture:**

- (a) Nothing in this Agreement shall be construed as having created any partnership, joint venture, or agency between the Parties.

12. **Event of Default:**

- (a) In the event that either party deems the other to be in default of its obligations under this Agreement, the non-defaulting party shall send the other written notice of the other's non-compliance and shall allow the defaulting party thirty (30) days to cure such defect. In the event of the failure to cure the default, the other party shall have all rights and remedies available at law and in equity, including without limitation the right of specific performance.

13. **Insurance:**

- (a) Tenant shall maintain at its sole expense during the Term, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00) and Tenant shall provide, in addition, excess liability insurance on a following form basis, with overall excess limits of at least Three Million Dollars (\$3,000,000.00). Tenant may self-insure for Tenant's inventory, furnishings and other personal property, provided that, for purposes of the waiver of claims and subrogation, Tenant shall be deemed to have the insurance for which Tenant is self-insuring. All such policies shall name Landlord and Landlord's agents, mortgagees, and such other parties as Landlord shall reasonably request as additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Workman's Compensation or similar insurance to the extent required by law.
- (b) **Waiver of Claims:** Except as otherwise set forth in this Lease, and except to the extent due to the negligence or willful misconduct of a Landlord Related Party, Tenant further releases Landlord and the Landlord Related Parties from liability for any property damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Sign Areas, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, and from any acts or omissions of co-tenants or other occupants of the Campus. The provisions of this Paragraph 13(b) shall survive the termination of this Lease.

14. **Exclusivity:**

- (a) During the entire term of this Agreement, the Landlord agrees not to engage or participate, directly or indirectly, in any business that in competition with the business of the Tenant. During the entire term of this Agreement, the Landlord agrees not to enter into any agreement with any other person or entity for the installation of advertising solar powered Units of any similar nature as those contemplated by this Agreement, whereby the material displayed on such Units or displays would be competing with those contemplated by this Agreement.

15. **Authority of Parties:**

- (a) Each person executing this Agreement on behalf of the contracting party warrants that he, or she, has the authority to enter into this Agreement on behalf of the party.

16. **Assignment:**

- (a) The Tenant may assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent. This assignment shall not be unreasonably withheld.

17. **Relocation:**

- (a) During the term of this Agreement, all Units needing relocation must be approved by the Tenant.
- (b) All costs associated with the relocation inclusive of any damage thereof shall be incurred by the Landlord. All relocations shall take no longer than thirty (30) days from removal to re-installation. The Landlord must provide the Tenant with ninety (90) days of such intent.

18. **Representations & Warranties:**

- (a) Tenant represents that it has the right and power to enter into this Agreement and perform obligations hereunder.
- (b) Landlord represents that it has the right and power to enter into this Agreement and perform obligations hereunder.

19. **Binding Effect:**

- (a) This Lease shall be binding upon and inure to the benefit of the Tenant, the Landlord and their respective successors and assigns.

20. **Relationship of Parties:**

- (a) Neither party is an agent, legal representative, joint venture partner, employee, or servant of the other party for any purpose. Each party is an independent contractor, has a landlord-tenant relationship only, and is in no way authorized to make a contract, agreement, warranty, representation, or to create any obligation, express or implied, on behalf of the other party except as set forth in this Lease. It is also expressly agreed that only the Managing Member of Tenant is authorized to make commitments on behalf of Tenant, and that no other person (including other officers, directors, agents, salespersons or broker of Tenant) or entity is authorized to amend this Lease or otherwise make any commitments of any kind on behalf of Tenant.

21. **Removal and Restoration by Tenant:**

- (a) Tenant shall vacate the Sign Areas, upon the expiration or earlier termination of this Lease, and leave the Sign Areas broom clean and in the same condition that the Sign Areas existed on the Commencement Date, ordinary wear and tear and damage caused by Landlord Related Parties, casualty or condemnation excepted. Upon the expiration of the Term, Tenant shall have the option to either (1) remove the Units and repair any damage caused thereby, or (2) leave the Units and abandon them to Landlord, in which case the Units shall be deemed abandoned by Tenant and Landlord may use or dispose of them at Landlord's discretion. Tenant's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.

22. **Law Governing, Effect and Gender:**

- (a) This Lease, and any dispute concerning this Lease, shall be governed by the laws of the state where the Campus is. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, except as expressly provided otherwise. Use of the neutral gender shall be deemed to include the masculine and feminine.

23. **Non-Waiver:**

- (a) Failure or delay on the part of Landlord or Tenant to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

24. **Referrals:**

- (a) Landlord agrees that throughout the Term it shall refer to Tenant all inquiries it receives, whether written or oral, regarding advertising on the Units. Such referrals shall be made as soon as reasonably practicable.

25. **Consent to Use Landlord Name:**

- (a) Landlord agrees that Tenant can use the name of Landlord and the tradename of the Campus and Landlord in connection with Tenant's website, marketing and promotional materials for the purposes of promoting and effecting sales of advertising on the Sign Areas.

26. **Rules and Regulations:**

- (a) Tenant agrees to comply with all rules and regulations established by Landlord from time to time, provided Tenant has received prior written notice of such rules and regulations and such rules and regulations do not increase Tenant's obligations or decrease Tenant's rights under this Lease, in each case by more than a *de minimis* extent. In the event of an inconsistency between the rules and regulations established by Landlord and this Lease, this Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LANDLORD:
ILLINOIS EASTERN COMMUNITY COLLEGES

By: _____
Print Name: _____
Title: _____

TENANT:
BLUEBOLT OUTDOOR LLC,

By: _____
Print Name: Evan Seigerman
Title: Managing Member

EXHIBIT A

Sign Areas

Frontier Community College (Terry L. Bruce West Richland Center)
320 E. North Ave, Noble, IL 62868



Lincoln Trail College
11220 State Highway 1, Robinson, IL 62454-5707

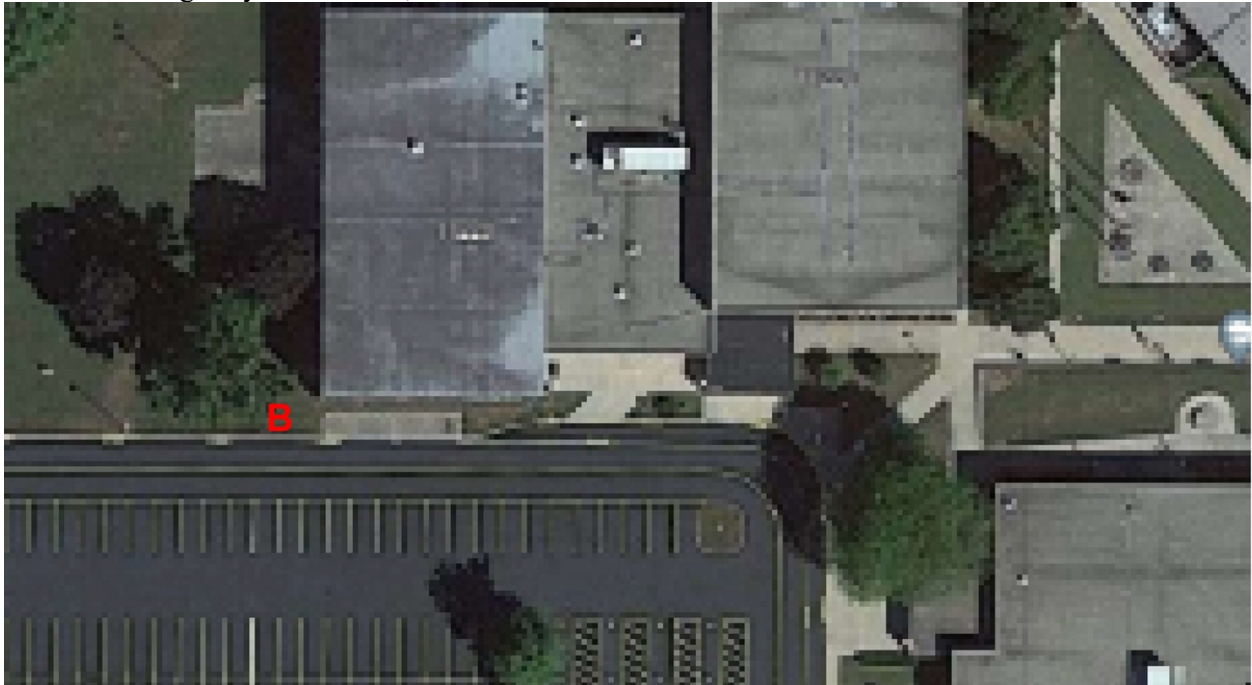
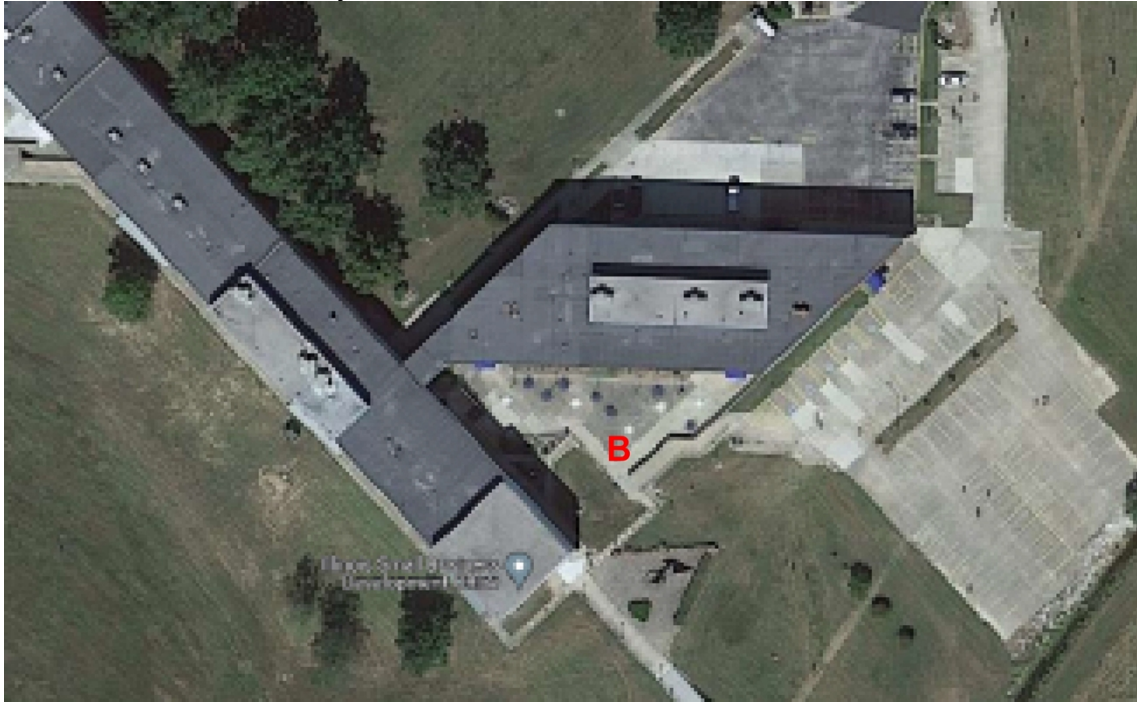


EXHIBIT A

Sign Areas

Olney Central College

305 North West Street, Olney, IL 62450-1099



Wabash Valley College

2200 College Drive, Mt. Carmel, IL 62863-2699



EXHIBIT B

Objected Advertising Subjects or Materials

- Alcoholic Beverages
- Firearms
- Tobacco
- Contraceptives and sex related products or services
- Gambling
- Any brand or product that directly competes with any of the University business units
- In addition, Landlord shall have the right to require Tenant to remove any advertisement which, in Landlord's reasonable, good faith discretion, may injure or negatively impact the business of Landlord or **any material that impairs the character, reputation, image or appearance of the Landlord.**

LEASE

THIS CONTRACT OF LEASE made and entered into by and between the Board of Trustees of Community College District No. 530, Counties of Williamson, Jackson, Franklin, Randolph and Perry, State of Illinois, popularly known as **John A. Logan College**, hereinafter referred to as **Lessor**, and **Illinois Eastern Community College**, operating through its Illinois chapter hereinafter referred to as **Lessee**:

WITNESSETH:

1. **Premises Leased.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by this Lessee, subject to the terms and conditions herein, the following described property situated in Williamson County, Illinois:

Approximately 2519 square feet as shown in Attachment A located on the John A. Logan College campus in West Frankfort, Williamson County, Illinois.

to have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

***** Additional facilities usage of the Lessor by the Lessee is not guaranteed and shall be subject to availability and agreement between the Lessor and Lessee.***

2. **Term.** This Lease shall commence on the 15th day of May, 2023, and shall extend for a term of 3 years to be reviewed annually on July 1 ending at midnight on the 30th day of June, 2026 unless earlier terminated or extended as permitted in paragraph 13 hereafter.

3. **Use of Premises.** Lessee agrees to use the premises solely and for the purpose of operating an office location for Coal Mining Technologies Program and Training. While Lessee will follow its own calendar for meetings and events, it will conform to the College policies on being closed due to emergencies, including but not limited to, inclement weather if the closure affects the facility in which the Lessee is located.

4. **Possession.** Possession shall be given to the Lessee on the 15th day of May, 2023, as long as remodeling/renovation is completed as agreed to in the construction documents.

5. **Rent.** Lessee shall not pay to the Lessor, but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.

6. **Utilities.** Lessor shall provide, at Lessor's expense electrical, natural gas, water, sewer, and trash pickup, all as part of Lessor's obligation under this Lease.

7. **Repairs, Maintenance and Services**

a) Lessor's Repairs. Lessor shall maintain the interior and exterior walls, doors and roof, plumbing, wiring, heating, ventilation and air-conditioning systems of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Lessor shall be responsible for any repair and maintenance not explicitly assigned to Lessee by the terms of this Lease. Any repairs or maintenance that Lessee feels is necessary, appropriate and prevents the intended use of the premises under the terms of this Agreement shall be identified to the Lessor in writing and Lessor shall communicate with Lessee to affirm said determination

and make arrangement for said repairs. If Lessor fails to make repairs as required by this paragraph in a timely fashion and such failure results in the premises failing to be good and tenantable (for example, failure to provide adequate heat in the winter or air conditioning in the summer), Lessee may abate or proportionately reduce rent for all days that the premises is not tenantable. If Lessee is deprived of the use of a substantial portion of the leased premises during the making of any such repairs by Lessor, then the Lessor and Lessee agree to discuss the situation and make a joint determination of whether or not rent shall be abated or proportionately reduced, according to the extent to which Lessee is deprived of such use.

- b) Lessee's Property. Lessee shall provide, keep and maintain the furnishings and equipment used by Lessee in its operations together with any additional personal property attached hereto as Exhibit B. Upon termination of the lease or any extension of the lease, the Lessee shall be granted thirty days to remove, at Lessee's cost, any of the items of property listed on Exhibit B.
- c) Additional Services To Be Provided (Initial if Included; N/A if not applicable):

_____ *Custodial Services*
N/A *Telephone Service*
N/A *Facsimile Service*
N/A *Internet Service*
N/A *Support Personnel*
N/A *Mail/Copying Services*

- d) Restricted Parking. There is not any restricted parking associated with this Lease.

8. **Insurance:**

- a) Lessor will keep the building structure insured against loss by fire or other casualty, and during the term of this Lease, maintain public liability insurance with policy limits not less than \$1 million per occurrence and \$3 million in aggregate. \$1 million property damage insurance shall be maintained. The policy representing such insurance shall name Lessee, its successors or heirs and assigns as an additional insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessee, its successor or its heirs and assigns ten (10) days prior notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease. Lessor will not insure personal property of Lessee.

- b) Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee. The limits of such public liability insurance shall not be less than \$1 million per occurrence and \$3 million in aggregate. \$1 million in property damage shall be maintained. The policy representing such insurance shall name Lessor, or its heirs, successors and assigns as an additional insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, its successor or its heirs and assigns ten (10) days prior notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

9. **Signs.** Lessee may install exterior signs approved by Lessor with expressed written permission from Lessor. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor and the general public, including, but not limited to, loud speakers, phonograph or related electronic equipment,

radios or similar devices which will be operated in such a manner as to project sound outside the leased premises.

10. **Alterations.** The Lessee shall not alter or remodel the building.

11. **Assignment.** Neither Lessor nor Lessee shall assign this Lease or sublet the leased premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this Lease. Lessee may only be released from liability by a specific written release executed by Lessor.

12. **Compliance With Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alternations to the interior of the building on the leased premises and the common areas required by such authority.

13: **Termination or Extension of Agreement:**

- a) At the election of either Party, this Lease may be terminated by providing ninety (90) days prior written notice to the other party during the initial term of the lease or any extension thereof, provided the termination is not within the 1st twelve (12) months.
- b) At the election of the Lessee, this Lease may be extended for an additional 12-month term upon the same terms and conditions of the initial Lease. Lessee shall provide Lessor written notice of its election to renew the lease not less than 60 days prior to the expiration of the then lease term.

14. **Entire Agreement.** This Lease agreement contains the entire agreement of both parties hereto and no other oral or written agreement shall be binding on the parties hereto. This Lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Succession.** This Lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

16. **Notices.** Any notice provided for herein shall be given by certified mail with postage prepaid, addressed:

**John A. Logan College
700 Logan College Drive
Carterville, Illinois 62918**

The person and the place to which notices are to be mailed may be changed by either party or by notice to the other party. Should Lessee become more than thirty (30) days in arrearage in any rent payment, Lessor may then notify Lessee of such arrearage. Upon such notification, Lessee shall have an additional thirty (30) days in which to cure-all and pay back rent. Upon doing so, the rent shall continue unabated. If, thirty (30) days after the notice provided by Lessor, Lessee shall have failed to fully pay all then due rent, Lessor shall, at its option, have authority to terminate this Lease.

17. **Casualty.** The Lessor assumes no responsibility for reconstruction of buildings. Upon destruction or damage of any of the improvements on the leased premises due to fire, flooding, windstorm, tornado, hail or other act of nature not

attributable to any actions on the part of the Lessor, the Lessor shall not be required to replace or repair the same. In the event of a partial damage to the building, Lessor shall, at its option, notify Lessee of its intent to repair the building. In such event, Lessee has the option of either terminating the entire Lease, or agreeing to continue to occupy the building during repairs, at a pro-rated rent, to compensate Lessee for the limited use caused by the damage to the building. Upon complete repair of the facility, the rent shall again be at the rate set out above.

18. **Taxes.** Lessor shall pay any and all ad valorem taxes, property taxes, any water improvement district and special assessments levied against said premises and the improvements thereon during the term of this Lease. Such taxes and assessments shall be pro-rated.

19. **Condemnation.** In the event all of the leased premises, or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasi-public purpose, then the term of this Lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this Lease shall continue in full force and effect with a reduction in the rent proportionate to the amount and usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for

removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

20. **Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises, subject to any outstanding liens or encumbrances, and may lease said premises as herein provided. Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this Lease.

21. **Succession.** This Lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

22. **Delivery of Possession on Termination.** Lessee agrees that at the end of the term of this Lease, or an extension thereof, Lessee will surrender possession of the premises to Lessor in as good as condition as when received, reasonable wear and tear, loss of destruction by fire, act of God or unavoidable casualty accepted.

23. **Board Approval Contingency.** This lease shall be contingent upon approval by John A. Logan College Board of Trustees.

THIS AGREEMENT executed in part at Carterville, Williamson County, Illinois, on the 10th day of May 2023.

LESSOR:

**Board of Trustees of Community College District No. 530,
Counties of Williamson, Jackson, Franklin, Randolph and
Perry, State of Illinois, popularly known as John A. Logan College**

By: _____
President

Attest: _____

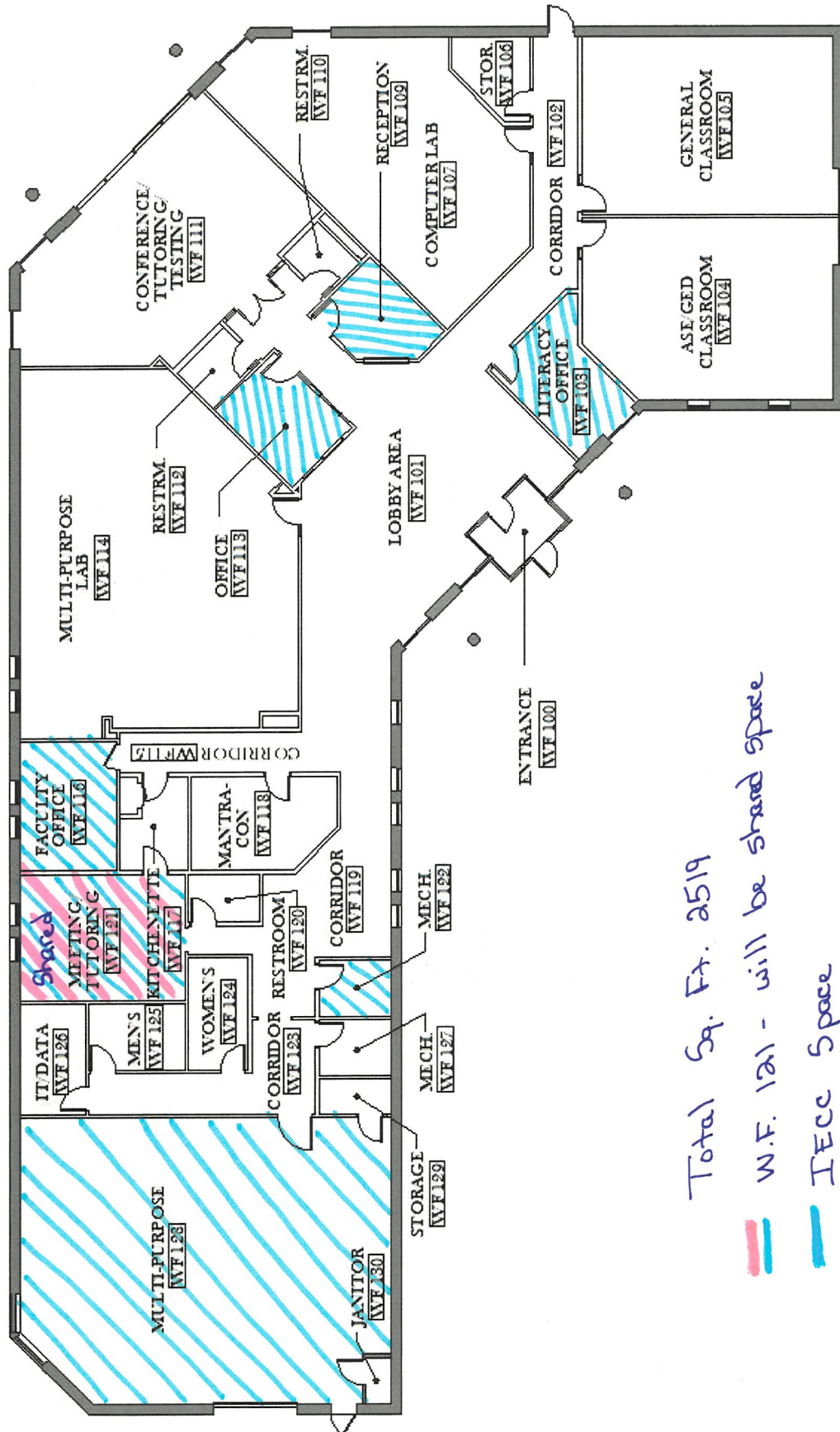
LESSEE:

Illinois Eastern Community College

By: _____

Attest: _____

Attachment A



Total Sq. Ft. 2519

— W.F. 121 - will be shared space

— IECC Space

LEASE

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

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

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

President
Wabash Valley College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

Adopted this 16th day of June 2020

Adopted this 16th day of June 2020

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

LEASE

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

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

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

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

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

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

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

President
Frontier Community College Foundation

Chairman
Board of Trustees
Illinois Eastern Community College
District #529

Adopted this 16th day of June 2020

Adopted this 16th day of June 2020

ATTEST:

Secretary
Board of Trustees
Illinois Eastern Community College
District #529

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

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

LESSOR:

ILLINOIS EASTERN
COMMUNITY
COLLEGE DISTRICT NO. 529

By: _____

IECC Board Chairman

ATTEST:

IECC Board Secretary

City of Olney Mayor

ATTEST:

City of Olney Clerk

LESSEE:

CITY OF OLNEY, ILLINOIS

By: _____

EXHIBIT A



AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of March, 2024 (the **“Effective Date”**), by and between Illinois Eastern Community College / Lincoln Trail College (**“Lessor”**), and Wabash Telephone Cooperative, Inc. (**“Lessee”**). Lessor and Lessee are collectively referred to herein as the **“Parties”** and individually as a **“Party”**.

RECITALS:

WHEREAS, Lessor is the owner of certain real property located at 11220 State Highway 1, Robinson, Illinois (the **“Property”**);

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

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

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

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

A. **Ground Space.** Lessor hereby leases to Lessee approximately 450 square feet of space in the north east corner of parcel 05-1-25-000-007-000, off E 1150th Ave., located on the Property. (See Exhibit A) Lessee may construct, install, operate, modify, replace, make additions to, and repair and maintain a 6’x 9’ Concrete hut, two buried fiber optic cables not smaller than 96 count along with privacy and security fencing, and access road, including any required culvert off of E 1150th Ave, (collectively, the **“Colocation Facilities”**) within the Equipment Space. All costs, expenses and labor related to the Colocation Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Colocation Facilities.

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

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

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

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

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

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

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

E. **Term: Termination.** This Agreement shall commence on March 20, 2024 (the "**Commencement Date**"), and shall continue thereafter for an initial term of ten (10) years, with the first expiration date being June 30, 2034 (the "**Initial Term**"). This Agreement shall automatically renew for three (3) five (5) year terms (each a "**Renewal Term**"), unless Lessee provides notice to Lessor of its election to terminate this Agreement not less than one hundred and twenty (120) days prior to the conclusion of the then-current Term. The Initial Term and the Renewal Terms are collectively and individually referred to herein as the "**Term**". Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days' notice to Lessor. Lessee shall repair all damage caused in connection with removal and shall restore the areas affected by the Equipment to the condition and appearance in which they were found prior to installation of the Equipment, reasonable wear and tear and damage by casualty excepted.

F. **Renumeration:** Lessee agrees that in lieu of monthly rental payments, they will provide an independent fiber data connection through Lessee's terminal for Lincoln Trail College. Data connection shall not be less than 1 gig or 1,000 meg download and 1 gig or 1,000 meg upload speed. The data connection shall be made available for use in academic instruction and general administrative needs of the college. All costs of installation and maintenance, including any relocation necessary, of the connection shall be the responsibility of the Lessee.

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

H. **Indemnification.**

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

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

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

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

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

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

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

M. **Insurance.** Lessee shall maintain in full force and effect during the Term of this Agreement the following policies of insurance shall name Lessor as an “additional insured”:

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

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

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

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

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

Lessor:

Wabash Telephone Cooperative, Inc.
Attn: Justin Gephart
14415 Highway 45
Louisville, IL 62858

Lessee:

Illinois Eastern Community College /
Lincoln Trail College
Attn: Ryan Gower
233 E. Chestnut Street
Olney, IL 62450

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

percentage ownership interest held, having the ability to appoint a majority of the board of directors, managers or other governing body of such entity or otherwise direct management policies of such entity by contract or otherwise.

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

Q. **Miscellaneous.**

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

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

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

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

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

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

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

8. **Survival.** The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination of this Agreement (e.g., **Section H**, Indemnification; **Section I**) will survive the termination of this Agreement.

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

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

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

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

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

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

LESSOR:

LESSEE:

WABASH TELEPHONE COOPERATIVE, INC.

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

Frontier shall, at its sole expense, make all necessary changes to the softball diamond to comply with college requirements. Said changes shall be agreed to and made in cooperation with the Park District. The Park District and Frontier have agreed upon a basic list of required changes and such changes have been made as agreed. Frontier agrees to pay for these modifications. Once the softball diamond modifications have been fully executed, Frontier shall assume sole responsibility for the maintenance and upkeep of the softball diamond as contained within the existing fencing, and including such fencing and related poles. Frontier and the Park District agree to discuss and mutually agree upon development of any improvements beyond and outside of the existing fence, including but not limited to, bleachers, structures, and signage. It is anticipated that such improvements will be done at the expense of Frontier.

2. Scheduling and Shared Use of the Softball Diamond

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

3. Liability Insurance and Indemnification

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

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

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

4. Terms of Agreement

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

5. Binding Effect

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

6. Amendment

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

7. Arbitration

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

8. Notices

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

If to the Park District:

Board Chairman
Fairfield Park District
Fairfield, IL 62837

If to the College:

Chief Executive Officer
233 East Chestnut Street
Olney, IL 62450

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

9. Severability

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

10. Waiver of Performance

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

11. Governing Law and Exclusive Jurisdiction

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

12. Authority of Officers

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

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

BY: _____
Board Chairman

ATTEST: _____
Board Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____
Board Chairman

ATTEST: _____
Board Secretary

FACILITIES AGREEMENT

810 LEININGER ROAD, FAIRFIELD, ILLINOIS

Oct, 2022

PLAN: ILLINOIS EASTERN COMMUNITY COLLEGE [IECC] and FRONTIER COMMUNITY COLLEGE [FCC] WILL CONDUCT A TRUCK DRIVING TRAINING ON THE SITE OWNED BY FIRST BRANDS GROUP, LLC [FBG] LOCATED AT 810 LEININGER ROAD, FAIRFIELD, ILLINOIS

RESPONSIBILITIES:

- First Brands Group, LLC will provide to Frontier Community College and Illinois Eastern Community College FBG'S authorization and permitted use of the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for FCC's and IECC's training and instruction of the College's truck driving training and related instruction.
- FCC and IECC will be responsible for any required sealing and stripping of the parking lot required for the operation of the Colleges' truck driving training and instruction.
- FCC and IECC will provide curriculum and instructors and FCC and IECC will register all students and collect program tuition and fees.
- FCC and IECC will provide for the benefit of FBG and for the benefit of FCC and IECC and each student, faculty member or other college personnel participating in the program and engaging in any activities at the Facility, professional liability and comprehensive general liability insurance, which shall be primary insurance in the amount of one million dollars per occurrence.
- FCC and IECC shall maintain workers compensation insurance for all faculty members and College personnel providing services at the Facility as required by the Illinois Workers Compensation Act.
- This contract will be in effect throughout the duration of the training and instruction conducted by FCC at the 810 Leininger Road, Fairfield, Illinois location from Oct, 2022 through Oct, 2024. At the end of the contracted period this Agreement can be extended upon agreement of both parties. In the event FCC and IECC determine to cease usage for student training or instruction at FBG's facility at 810 Leininger Road, Fairfield, Illinois, this Agreement may be terminated upon thirty (30) days' written notice to the First Brands Group.

FEE FOR SERVICES: No fees will be exchanged for the use of the facility.

Signed,

FIRST BRANDS GROUP, LLC

By Curt Kenley

Date: 10/26/22

ILLINOIS EASTERN COMMUNITY COLLEGE

By [Signature]

Date: 11/2/22

FRONTIER COMMUNITY COLLEGE

By Arnell R. Egan, Jr.

Date: 10-26-2022

Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") made and entered by and between THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES (hereinafter called "CMS") and Illinois Eastern Community College (hereinafter called "Partner").

RECITALS

WHEREAS, CMS, created the Illinois Century Network ("ICN") by 20 ILCS 3921/1-20, owns, manages, and maintains a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide service to Illinois citizens; and

WHEREAS, CMS through the ICN provides Intermediate Light Amplification ("ILA") sites to interconnect fifteen major Local Access and Transport Areas ("LATA") in Illinois, each of which has multiple high-speed connections to the Internet; and

WHEREAS, CMS desires to co-locate ILA space and Partner desires to provide said space in the Partner Building;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

Events of Default: Events of default ("Events of Default") include, but are not limited to, the failure of either party to supply the services identified in Exhibit A and required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:

- A. Action or failure to act which affects the safety or welfare of employees, staff or contractors of either party;
- B. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
- C. Failure to supply any portion of the services herein at the time fixed for performance and in the manner specified herein;
- D. Discontinuance of the supply of the services for reasons not beyond a party's reasonable control; or
- E. Failure to materially comply with any term of this Agreement.

Remedies: The occurrence of any Event of Default which the defaulting party fails to cure within sixty (60) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within sixty (60) calendar days after notice, the defaulting party fails to commence and continue diligent efforts to cure, shall permit the non-defaulting party to declare defaulting party in default. Whether to declare Vendor in default is within the sole discretion of the Chief Purchasing Officer. The Partner's sole and exclusive remedy for any default by CMS is to terminate this Agreement pursuant to the Termination section below.

If CMS becomes aware of equipment related issues, CMS agrees to contact Partner regarding any such issues and explain the nature of the event along with basic estimates of when these problems will be resolved. CMS also agrees to work with Partner to resolve all outages as quickly as possible considering the criticality of the issue. CMS agrees to use commercially reasonable efforts to resolve all other events within 15 business days. Upon resolution, CMS agrees to contact Partner with an explanation of all events so that open trouble tickets may be closed. If the event is related to the physical connection between the Partner network and the ICN's Partner ILA, Partner will be responsible for resolving the problem.

PURPOSE OF AN ICN ILA: Entities connecting to an ICN ILA have access to all other entities connected to the ICN and also to the commercial Internet. In addition to connectivity, CMS reserves the right to offer other advanced network services as needed to the entities, which it serves. This Agreement is being executed to enable CMS to maintain an ILA for the ICN in space provided by Partner.

TERM: The term and commencement date of this Agreement shall be for the period of twenty (20) years and shall commence on the date signed by CMS. Additions, deletions or modifications of the Agreement will not affect the commencement date and must be in writing. Nothing in this Agreement shall be considered to interfere with the right of CMS to own and control the equipment placed by CMS at Partner site and is and will remain the exclusive property of CMS and may be removed by CMS at any time. In addition, Partner agrees to grant CMS an option to renew this lease for an additional ten (10) year period unless Partner has terminated this Agreement as described herein. Such option will be under the same terms and conditions and executed in writing by CMS at least ninety (90) days prior to the end of the lease period.

TERMINATION: Either party to this Agreement may terminate this Agreement by providing six (6) months notice thereof, in writing by registered mail to the other party. This notice shall specify the first day of the month in which the Agreement shall terminate. This date will be the day upon which CMS shall have removed all the equipment (including racks, cables and other auxiliary equipment) at the Partner site. It is understood that CMS property is the property of the State of Illinois and must, by law, be accounted for in any and all situations.

AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This Agreement is contingent upon and subject to the availability of funds. CMS, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases CMS's funding by reserving some or all of the CMS's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) CMS determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Partner will be notified in writing of the failure of appropriation or of a reduction or decrease.

INSTALLATION: The equipment of CMS to be attached to and installed for the purpose of creating a regional ICN POP at the Partner site may be placed in operation at CMS's discretion. All equipment (including racks, cables, and other auxiliary equipment) installations must be coordinated with Partner. If Partner installs Partner owned equipment in the joint CMS/Partner site, then Partner must coordinate these installations with CMS. CMS shall not install any equipment other than that specified under this Agreement without prior written approval from Partner.

SUPERVISION OF SITE ENGINEERING: While CMS/ICN retains exclusive engineering supervision over all CMS owned equipment, Partner shall have the right to supervise the installation of all CMS equipment to insure that CMS/ICN equipment does not interfere with any Partner network operations. This supervision shall include: (a) review for Partner network

acceptability of equipment to be installed by the CMS/ICN; (b) review of engineering specifications; (c) establishment of standards and practices consistent with and necessary for avoidance or elimination of interference with co-located Partner owned equipment or networks, and (d) review of protective devices and back-up power systems being installed by CMS/ICN. If CMS owned equipment causes interference and this interference cannot be eliminated within a reasonable length of time, not to exceed 48 hours, Partner may require CMS to cease using the equipment that is causing the interference except for short tests necessary for the elimination of interference. CMS shall comply with all required federal and state regulations. CMS shall be responsible to Partner for any additional costs associated with meeting required federal and state regulations if these costs are directly attributable to the installation of the CMS owned equipment in the Partner site.

MAINTENANCE: During the term of this Agreement, CMS shall service and maintain at the cost and expense of CMS all CMS owned equipment installed at the Partner. Partner shall allow CMS service personnel unlimited 24x7 access during the term of this Agreement. CMS shall furnish to Partner a list of authorized personnel who will install and maintain CMS owned equipment. Partner shall be responsible for maintenance of the building, the equipment room, and air conditioning and environmental systems and shall keep them in good operating condition. Upon termination or expiration of this Agreement, CMS will surrender the space to Partner in good condition except for reasonable wear and tear.

NOTICE: During the term of this agreement, each party shall provide the other advance notice of any scheduled maintenance that would preclude either party from providing the services as described in this agreement. This maintenance should be performed within the evening maintenance window for CMS. This notice shall occur via the contacts identified in Exhibit B, or through communications procedures mutually agreed to during the term (See COMMUNICATION). Requirements in this paragraph will in no way effect the timeliness of emergency maintenance and repair by either party.

COMMUNICATION: During the term of this agreement, CMS and Partner will mutually define and utilize a communications method to facilitate the expedient execution of this agreement.

INSURANCE: During the term of this Agreement, CMS will insure all CMS owned equipment installed at the Partner site. The insurance will provide coverage against all risks of direct physical loss or damage from any external cause with the customary perils as may be available from the State of Illinois insurance plan. In the event said equipment shall be destroyed or damaged from any cause or peril not resulting from the act, neglect, cause or negligence of Partner, the Partner shall not be liable or responsible for the destruction or damage to the equipment owned by CMS and installed at the Partner site. Partner shall maintain good and sufficient liability and property damage insurance for the space leased hereunder.

LIABILITY FOR SERVICE OUTAGE: Partner shall not be liable to CMS or ICN customers for any interruption of service due to electrical power or air conditioning interruptions either planned or unplanned, or for vandalism, fire or other service interruptions. CMS shall not be liable to Partner for any interruption of service due to electrical power or air conditioning interruptions either planned or unplanned, or for vandalism, fire or other service interruptions, which may occur anywhere on the ICN network, and affect services provided to Partner under this Agreement.

WAIVER: Failure or delay on the part of Partner or CMS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

SUBLETTING AND ASSIGNABILITY: No sublease of the space at Partner site or assignment in whole or in part of this Agreement by CMS shall be binding upon Partner without its written consent. CMS shall use the Partner site for the purpose of providing an intelligent ILA site that allows constituent entities as permitted by Illinois statute and State agencies access to CMS. CMS shall be permitted to arrange for constituents to co-locate equipment within CMS leased

space in accordance with all other terms of this Agreement.

ADDENDUM: An Addendum may be made or modified from time to time as required under the terms of the Agreement. Each modification shall be dated and signed by the parties hereto and incorporated herein by reference.

TECHNICAL POINT OF CONTACT: Both CMS and Partner will name a primary and secondary technical point of contact for maintaining communications between the two parties. This information will be updated as Exhibit B.

PEERING: To reduce the amount of traffic routed from the POP site to the Internet, Partner and CMS/CN shall agree to exchange IP traffic bound for their respective networks.

LAWS OF ILLINOIS: This Agreement shall be governed in all respects by the laws of the State of Illinois.

In Witness whereof, the parties hereto have executed this Agreement as of the latest date set forth below.

Illinois Easter Community College

Terry L. Bruce 6/5/13
Authorized Signature Date

Terry L. Bruce
Printed Name

CEO/IECC
Title

Central Management Services

Malcolm Weems by Jonelle Brent 6/18/13
Authorized Signature Date

Malcolm Weems by Jonelle Brent
Printed Name

Director by BCCS COS
Title

Attachments:

- Exhibit A:** Definition and Value of Services Being Exchanged
- Exhibit B:** Primary and Secondary Technical Points of Contact
- Exhibit C:** Scope of Work (or separate document)
- Exhibit D:** Invoice Material and/or Labor Costs for the Installation (or separate document)

EXHIBIT A
DEFINITION AND VALUE OF SERVICES BEING EXCHANGED

Partner shall provide CMS with the following:

- Invoicing and execution of the Scope of Work document, attached.
- Space for Equipment Racks (294 Sq Ft) for the placement of CMS owned standard communications equipment located at:
11220 State Highway 1
Robinson, IL 62454
- Power to support the equipment installed by CMS.
Electrical needs: two ea 15amp circuits with NEMA L5-15R outlets, two ea 5-20 amp quad outlets with universal plate, one earth ground with 6 gage wire, and one 100 amp 2 pole feed.
- Access to Building Demarc for network egress.
- Connectivity to an UPS systems & emergency backup generator sufficient to meet CMS's electrical needs as specified by CMS.
- A fire suppression system appropriate for electronic equipment.
- HVAC in good operating condition sufficient to maintain all ICN equipment within appropriate operation temperatures.
- Appropriate security measures to restrict access to individuals authorized by CMS.
- Unescorted access on a 24x7 basis for individuals authorized by CMS.

The estimated value of the Partner's services is \$818.00 per month.

CMS shall provide Partner with the following:

- In lieu of monetary payment, CMS will provide Partner with ICN services, which services shall be mutually agreed upon by the parties, valued at \$818.00 per month. Partner shall have the option to select any combination of ICN services.
- Connectivity to the ICN through a port on network equipment located in space provided to CMS through this Agreement. This port will be under the management of CMS through ICN.
- As the CMS cost recovery model changes, Partner may be eligible for a bandwidth/services review. It is the responsibility of Partner to initiate this review by contacting CMS via the appropriate RTC.
- Internet bandwidth provided to Partner at a per MB cost described in the current Service Agreement pricing maintained by CMS for all constituencies in the state. The total bandwidth (or services) provided by CMS to Partner is described as an estimated value for services, above. If the cost recovery model that CMS maintains changes in any way, Partner may request CMS to re-evaluate the value provided by CMS and the bandwidth or services may be modified in order to provide services that are equivalent to the considerations provided by Partner.
- Partner and CMS may mutually agree to permit Partner to be compensated by CMS through the providing by CMS of space to Partner at other POP facilities maintained by CMS throughout the state. These facilities would provide network access, emergency power, UPS support, and physical security at no additional cost to Partner. CMS will determine the value of the alternate space(s) and provide that to Partner in writing prior to any mutual Agreement to modify the specific services that CMS is providing to Partner hereunder.
- Partner and CMS may mutually agree to permit Partner to be compensated through a combination of bandwidth, services and space at other POP facilities at Partner's request. CMS will determine the value of the services and provide that to Partner in writing prior to any mutual Agreement to modify the specific services that CMS is

providing to Partner hereunder.

- CMS agrees to the remote monitoring of all CMS owned or operated ICN network electronics for equipment or circuit failures, network problems or sub-optimization. If these events occur, CMS agrees to contact Partner regarding these events and explain the nature of the event along with basic estimates of when these problems will be resolved. CMS agrees to use commercially reasonable efforts to resolve all outages within 48 hours of notification or discovery. CMS also agrees to contact Partner with an explanation of all events so that open tickets may be closed. If the event is related to the physical connection between the Partner network and the Partner provided connection, Partner will be responsible for resolving the problem.
- CMS will require, over time, additional services to properly administer the CMS facility. Services that Partner may provide CMS will be billed to CMS on one-time as-requested basis via quotes requested by CMS and provided to CMS by Partner.
- To pay all the costs of material and labor necessary for the installation of an ILA site as described in the scope, a copy of which is attached hereto as Exhibit C. CMS will pay Partner in advance for the material and labor necessary to complete the installation of the ILA site based on firm cost estimates provided to and approved by CMS prior to the time that materials are purchased or labor is performed. Material and/or labor costs for the installation of the ILA site shall not exceed the cost estimate(s) pre-approved by CMS without the written consent of CMS. All other costs will be paid by CMS upon receipt of an invoice and in accordance with the State Prompt Payment Act (30 ILCS 540).

**EXHIBIT B
PRIMARY AND SECONDARY TECHNICAL POINTS OF CONTACT**

Illinois Easter Community College (Lincoln Trail College)	
Primary Technical Contact	Alex Cline
Title	Director, I.T.
Address	233 E. Chestnut
Phone	618-879-9470
After hour contact #	618-354-8468
Secondary Technical Contact	Paul Tait
Title	Systems Admin
Address	233 E. Chestnut
Phone	618-879-9403
After hour contact #	618-843-4357

Central Management Services / Illinois Century Network	
Primary Technical Contact	Lisa Koltun
Title	Information System Analyst
Address	120 W. Jefferson Floor 1 NOC Springfield, IL 62702
Phone	217.558.1111
Email Address	Lisa.koltun@illinois.gov
After hour contact #	800.366.8768 Option 2
Secondary Technical Contact	Brian Wanless
Title	Information System Analyst
Email Address	Brian.wanless@illinois.gov
Address	120 W. Jefferson Floor 1 NOC Springfield, IL 62702
Phone	217.558.1111
After hour contact #	800.366.8768 Option 2
CMS HelpDesk (CMC)	HelpDesk
Title	HelpDesk
Email Address	Cms.bccs.icn.cmc@illinois.gov
After hour contact #	800.366.8768 Option 2

Exhibit C

Scope of Work – Robinson PRV 31376

CMS/ICN is seeking approval to purchase the following as part of ARRA project for ILA site Robinson - Lincoln Trail College:

- HVAC Carrier Air Conditioner System
- Concrete Pad for Generator
- Electrical to Generator hookup
- Room Fire code drywall and doors
- Ladder Racks and Computer Rack Wiring to Breaker Box Wiring
- Ground Plane – Installation of grounding planes to outside ground rods and grounding of each rack and equipment to grounding planes
- Installation of Natural Gas line to Generator

These items will be used at the ICN (Illinois Century Network) Lincoln Trail College ILA to run fiber and DWDM equipment in a protected environment. This equipment is a needed item to be able to keep the IBOP Project moving forward without creating problems while protecting the equipment used to run fiber equipment. The fiber infrastructure will link together disparate public and private networks throughout the state to provide affordable access to commodity Internet, private peering locations and research networks.

Exhibit D

Name	Date	Total Price	Notes
MilesTek	12/14/2011	\$485.50	Jack's Budget
Chester's Lock Shop	1/26/2012	\$530.00	LTC Maintenance Budget
Crawford Electric heating&Air	10/24/2011	\$7,950.00	Jack's Budget
Horrall Electric Inc.	12/14/2012	\$9,332.46	Jack's Budget
R&L Ready Mix Concrete	12/29/2011	\$267.00	LTC Maintenance Budget
Green Construction	1/23/2013	\$1,462.79	LTC Maintenance Budget
Anixter	12/14/2012	\$33.25	Jack's Budget
Niehaus Home Center	12/20/2011	\$590.31	LTC Maintenance Budget
Niehaus Home Center	12/27/2011	\$26.58	LTC Maintenance Budget
Niehaus Home Center	12/29/2011	\$14.49	LTC Maintenance Budget
Niehaus Home Center	1/3/2012	\$73.28	LTC Maintenance Budget
Niehaus Home Center	1/4/2012	\$39.20	LTC Maintenance Budget
Niehaus Home Center	1/19/2012	-\$32.95	LTC Maintenance Budget
Niehaus Home Center	12/23/2011	\$160.00	LTC Maintenance Budget
Sub Total		\$20,931.91	
LABOR			
Name	Date	Total Hours	
Labor for Jack Dunn	10/16/2012	\$217.52	Jack's Budget
Mileage for Jack Dunn		\$149.85	Jack's Budget
Labor for Larry Johnson	10/16/2012	\$60.00	
Labor for Larry Johnson	12/12/2011	\$60.00	
Labor for Larry Johnson	12/13/2011	\$90.00	
Labor for Larry Johnson	12/14/2011	\$90.00	
Labor for Larry Johnson	12/15/2011	\$120.00	
Labor for Larry Johnson	12/16/2011	\$90.00	
Labor for Larry Johnson	12/26/2011	\$120.00	
Labor for Larry Johnson	12/27/2011	\$120.00	
Labor for Larry Johnson	12/28/2011	\$120.00	
Labor for Larry Johnson	12/29/2011	\$90.00	
Labor for Jared Jenkins	12/12/2011	\$34.00	
Labor for Jared Jenkins	12/13/2011	\$51.00	
Labor for Jared Jenkins	12/14/2011	\$51.00	
Labor for Jared Jenkins	12/15/2011	\$68.00	
Labor for Jared Jenkins	12/16/2011	\$51.00	
Labor for Jared Jenkins	12/26/2011	\$68.00	
Labor for Jared Jenkins	12/27/2011	\$68.00	
Labor for Jared Jenkins	12/28/2011	\$68.00	
Labor for Jared Jenkins	12/29/2011	\$51.00	
		\$1,837.37	
Grand Total		\$22,769.28	

Alex Clin 4-9-13

LEASE AGREEMENT
BETWEEN

THE CRAWFORD COUNTY RECREATION CENTER (CCRC)
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 18th day of October, 2023 between the Illinois Eastern Community College District #529 whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and The Crawford Country Recreation Center (A non-profit organization operating in Crawford County, IL), whose mailing address is PO Box 23, 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 consisting of approximately 40,000 square feet: the Recreation Center at Lincoln Trail College consisting of a natatorium, a wellness area for weights/equipment, a central gathering corridor and associated kitchen space, dry and wet changing rooms, two offices and associated reception area, four multipurpose rooms and an indoor athletic court with walking track.
3. To have and to hold the premises with the appurtenances under the following terms: commencing October 18, 2023 through May 31, 2033. The LESSEE may terminate the lease by giving ninety (90) days' written notice. The LESSOR may terminate the lease only in the event of violation of the terms of this lease. The LESSEE will be given the option to renew the lease May 31, 2033 under terms and conditions to be negotiated and mutually agreed upon by LESSOR and LESSEE.
4. The LESSEE agrees to use the premises for the sole purpose of providing fitness and community recreation services for its members, providing for meeting and event opportunities for the community, and hosting fundraising and other activities for the community. The LESSEE agrees to operate programs and maintain the facility and equipment in a manner that reflects well upon both the LESSEE and the LESSOR. Unless permitted by IECC Board Policy, alcohol will not be permitted at any events hosted on the leased premises. Discounted memberships will be made available to full-time students of Lincoln Trail College, with the amount of the discount to be determined by the LESSEE.
5. The LESEEE agrees to work collaboratively with the LESSOR to make the facility available for prospective student tours.
6. The LESSOR and LESSEE agree that rent for the stated premises shall be established at a rate of One Dollar (\$1.00) per year during the term of this lease agreement.

7. The LESSOR will be responsible for commons area maintenance including lawn, landscaping, sidewalks, and parking. The LESSEE agrees to close on any days Lincoln Trail College cancels classes due to inclement weather.
8. The LESSOR will be responsible for maintenance and repair of major building systems and utilities (HVAC, fire panel, fire suppression, water, garbage, sewer, phone, internet) during the term of the lease agreement. The LESSEE will be responsible for day-to-day maintenance and upkeep within the building, including janitorial services, fixtures and amenities (e.g. toilets, sinks, cabinets, lockers, mirrors, showers, security cameras, etc.) in the Recreation Center.
9. The LESSEE agrees to assume full responsibility for the swimming pool chemical and mechanical operation (e.g. pool pump, heater, and filtration system) and the LESSOR agrees to assume full responsibility for repair or replacement to the existing pool liner. At such time as the existing pool liner is replaced, the LESSEE will assume full responsibility for the repair/replacement of the new pool liner.
10. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, electricity, water, telephone, wireless internet, sewage service, and dumpster service. The LESSEE agrees to reimburse the LESSOR on a monthly basis for gas, water, and electricity (metered and billed) used in the Recreation Center for the duration of the lease agreement.
11. 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. Additional build-outs or tenant improvements cannot be made without express written consent of the LESSOR in each and every instance.
12. The LESSOR will make 20 dedicated parking spaces available on the far west side of the main parking lot of Lincoln Trail College.
13. The LESSOR will maintain master keys to the facility and will provide to the LESSEE several sets of keys that can be made available to its designees. The LESSEE will assume the cost of rekeying the facility in the event that keys entrusted to it are lost, stolen, or not returned by its designees. The LESSOR, its agents and employees, shall have the right to enter the premises at all times with or without notice and shall in no event be liable for any inconvenience, disturbance, or other damage to LESSEE by reason of the performance of any activities or work in, upon, above, or under the premises.
14. 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.

15. 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. The LESSEE agrees to repair or replace at its own expense damage to any portion of the leased space as well as any other spaces affected by the operation of the CCRC in the event that the damage is caused by action beyond normal wear and tear reasonably anticipated during use by LESSEE, its invitees, guests, customers or anyone over whom LESSEE has responsibility or control.
16. 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 \$2,000,000.00/\$1,000,000.00 per occurrence 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. The LESSEE further agrees to carry a \$3,000,000.00 umbrella policy and to maintain statutory minimum workers compensation, a waiver of subrogation, with the LESSOR as an additional insured.
 - a. Partial Loss. In the event of a partial loss to the leased premises due to an insured event, the parties agree that the following procedures will apply:
 - i. Notification. The LESSEE shall promptly notify the LESSOR in writing of any loss or damage to the leased premises that is covered by insurance, providing all relevant information.
 - ii. Claim. The LESSOR, as the building owner, shall make a claim with the insurance carrier to recover the costs of the repairs.
 - iii. Proceeds. The proceeds from said claim shall be used to repair and restore the premises to their pre-loss condition. The LESSOR will coordinate the repairs in compliance with governing state statutes. The LESSEE will cooperate in facilitating building access for repairs.
 - iv. Timeliness. The LESSOR will make reasonable efforts to complete the repairs promptly, and the LESSEE acknowledges that its use and enjoyment of the premises may be temporarily affected, and they are not entitled to any rent or utility abatement due to such inconveniences.
 - b. Total Loss. In the event of a total loss of the leased premises due to an insured event, the following procedures shall apply:
 - i. Lease termination. If the leased premises become a total loss due to an insured event, either party may terminate this agreement by providing written notice to the other party. The LESSEE shall vacate the premises upon receipt of the termination notice.
 - ii. The LESSOR shall not be liable for any further compensation or damages due to the termination of this lease agreement under these circumstances.
 - c. Indemnification. The LESSOR agrees to indemnify and hold the LESSEE harmless against any claims of losses, as follows:
 - i. LESSEE responsibility. The LESSEE shall indemnify, defend, and hold harmless the LESSOR from any claims, damages, losses or liabilities that arise out of the LESSEE's use, occupancy, or conduct in the leased premises during the term of this lease.

- ii. Scope. This indemnification shall include, but not be limited to, any personal injury or property damage claims and reasonable legal expenses incurred by the LESSOR in defense of such claims.

- 17. The LESSEE agrees to comply with all applicable federal, state, and local laws and regulations.
- 18. The LESSEE shall be required to conduct criminal background checks of all employees at LESSEE's cost, in accordance with both State and Federal law. At request of LESSOR, LESSEE shall provide evidence of such background checks.
- 19. This Lease Agreement may not be assigned to another party by the LESSEE, nor is the LESSEE authorized to sublease the premises described in this lease agreement. Should the LESSEE terminate the lease or cease operations for the permissible operations as described in paragraph 4 above, the LESSOR will be given the first right of refusal to purchase the equipment in the wellness area (weights, resistance training machines, treadmills, stair steppers, spinners, etc.) at a pro-rated, fair market value that takes into account age and working condition.
- 20. Any notice required to be given by either party upon the other shall be in writing and shall be given by hand delivery, registered or certified mail (return receipt requested, or overnight delivery to LESSOR:

IECC – Dr. Ryan Gower; 233 E. Chestnut Street, Olney, IL 62450
CCRC – Dan McDonald; PO Box 23, Robinson, IL 62454

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed November 2, 2003.

LESSEE: The Crawford County Recreation Center

By: Bill Sandiford
Its: Bill Sandiford; President

WITNESS:

Maureen Shea

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: Ryan Gower
Its: Ryan Gower, Chancellor

LEASE AGREEMENT

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

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

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

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

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

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

3. **PAYMENTS.** In consideration for use of the Site, Tenant will pay to Landlord a monthly lease payment of **One Hundred Fifty Dollars (\$150.00)**, (the “Monthly Payment”), such payments to be made on or before the 5th of each month. Tenant will further provide **one (1) wireless internet access account** to Landlord free of charge. Such access will be provided through Tenant's existing wireless internet network with services equal to the premium residential account offered by Tenant to its customers. Should the premium residential account speed increase, such account shall increase accordingly. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the internet access account provided to Landlord will cease as of the date Tenant ceases transmissions.

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

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

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

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

subsequent mortgagee, lender, or acquiring party for any reason whatsoever during the Term or any Extended Term.

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

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

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

8. DEFAULT.

- 8.1. In the event there is a default by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Landlord will not hold this Agreement in default so long as the work required is being done continuously and diligently. Landlord may not maintain any action or affect any remedies for default against Tenant unless and until Tenant has failed to cure the same with the time periods provided in this paragraph.
- 8.2. In the event there is a default by the Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such default. After receipt of such written notice, Landlord shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, Tenant will not hold this Agreement in default so long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against Landlord unless and until Landlord has failed to cure the same with the time periods provided in this paragraph.
- 8.3. If neither party is in default but either party acts in a way that is contrary to the Agreement and the terms and provisions in this Agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies, against the breaching party, that are available according to the laws of the state in which the Property is located.

9. INDEMNIFICATION.

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

death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Tenant's occupation, use or improvement of the Site, or that of its employees, agents, or contractors; (b) Tenant's breach of its obligations hereunder; or (c) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or its agents or employees.

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

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

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

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

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

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

13. DUTIES OF TENANT. Tenant agrees:

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

14. DUTIES OF LANDLORD. Landlord agrees:

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

15. REGULATORY COMPLIANCE.

- 15.1. Landlord hereby certifies that the Structure is in full compliance with any and all applicable Federal Communications Commission (“FCC”) antenna registration, Federal Aviation Administration (“FAA”), or painting and lighting or similar requirements. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, liability, or cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Landlord’s failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.

- 15.2. Landlord hereby certifies that it has completed all appropriate analysis and/or obtained necessary approvals for the Site with respect to any obligations for evaluation under any and all applicable environmental or historic preservation laws including, but not limited to, the National Environmental Policy Act (“NEPA”), the National Historic Preservation Act (“NHPA”), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction now effective or hereinafter enacted or amended. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government imposed fines and/or forfeitures or similar assessments) resulting from Landlord’s failure to adhere to the relevant law, rule, or regulation.

16. MISCELLANEOUS.

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.

- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party’s control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.

- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term “Confidential Information” means the existence and terms and conditions of this Agreement, and all non-public information about the disclosing party’s business or activities, which shall include all business, financial, technical, and other information of such party.

Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

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

16.10. Survivability - The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

16.11. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.

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

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

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

Tenant:

Skybeam, LLC dba Rise Broadband

By: _____

Name: Nancy C. Hankins

Title: VP, Procurement and Contracts

Date: _____

Landlord:

Illinois Eastern Community Colleges/
Wabash Valley College

By: _____

Name: _____

Title: _____

Date: _____

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Ramp Fiscal Year 2026

The mission of Illinois Eastern Community Colleges District #529 (the District) is to deliver exceptional education and services to improve the lives of our students and strengthen our communities. It is the belief of the District, that in order to fulfill this mission, all individuals attending should have access to all features and facilities that the District maintains. Unfortunately, funding has not been available to accomplish any improvements or updates to existing restroom spaces to bring them into compliance with current ADA code regulations. While compliance is only necessary with new construction or remodeling, it is the desire of the District to aspire to comply with new code requirements because of the access it provides all students and members of the public to our services and amenities. Restrooms selected for this project will primarily target those used by students and guests of the District. Access to facilities, such as restrooms, improves the student and visitor experience.

The current RAMP has been developed with compliance with the Americans with Disabilities Act in mind. The project is estimated to cost approximately \$10,330,000 to complete. If funded by the State of Illinois, the district would be required to provide a 25% local match to the project totaling \$2,582,500.

I ask the Board's approval of the RAMP Fiscal Year 2026 project as described.

RG/akb

Attachment



Lazaro Lopez, Ed.D.
Chairman

Brian Durham, Ed.D.
Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Illinois Eastern Community Colleges

District #: 52901

5 Digit Code (e.g., 50101)

ICCB Project # Identifier: 529-01R2026-1

District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: Remodel
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: ADA Improvements to Public Restrooms and Other Capital Improvements

District Project Rank # (1 of 3): 1
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: \$2,582,500
(25% minimum)

Estimated State Funds: \$7,747,500

Estimated Total Funds: \$10,330,000

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: \$10,330,000

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested: \$10,330,000²⁰⁶

Project Scope:

The mission of Illinois Eastern Community Colleges District #529 (the District) is to deliver exceptional education and services to improve the lives of our students and strengthen our communities. It is the belief of the District, that in order to fulfill this mission, all individuals attending our campus for any reason should have access to all features and facilities that the District maintains. Unfortunately, funding has not been available to accomplish any improvements or updates to existing restroom space to bring it into compliance with existing regulations. Additionally, under 28 CFR Section 35, a public entity shall maintain facilities in a manner that allow individuals with disabilities to use and access features that are required to be readily accessible. It is the desire of the District to meet this requirement.

The District has an estimated 19,500 square feet of restroom space at its existing locations. However, the District has a limited number of ADA compliant restrooms on its campuses. This remodel project will take our current restroom space located on each campus and ensure accessibility exists in every building. The work necessary to accomplish this would consist of a re-design of the current floor plan(s) of the existing restrooms. This re-design would include the removal and reduction of commode stalls to accommodate individuals in wheelchairs and other physical limitations. Washing sinks would require adjustment to necessary minimum heights to ensure proper access. A number of the existing wash sinks currently have exposed plumbing that require insulation or other protective barriers. Entryways to restrooms would require reconfiguration to allow for minimum width and clearance requirements as well as purchase and installation of automatic door openers to accommodate entrance to the restrooms.

Restrooms selected for this project will primarily target those used by students and guests of the District. Access to facilities, such as restrooms, improves the student and visitor experience.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Structural Considerations - 1501.603(h)(1)(A)(iv):

Project as submitted contains structural considerations in bringing facilities available to students, visitors, staff, and faculty into compliance with the accessibility requirements. Currently, facilities are accessible, but not necessarily compliant. The proposed project would bring the facilities into compliance.

Structural Considerations - 1501.603(h)(7):

As part of the overall remodel of facilities, updated commodes, sinks, and lighting would all result in energy conservation due to reduced gallons per flush, reduced leaking faucets, and motion sensor lighting.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?

Yes No

Does this project have the approval of your local governing board?

Yes No **Date of Board Meeting:** June 18, 2024

District Contact Name Ryan Hawkins

District Contact Email Address: hawkinsr@iecc.edu

District Contact Phone Number: 618-393-2982

Signature _____ *Date* _____

BID COMMITTEE REPORT

June 18, 2024

Wabash Valley College

1. Athletic Training Facility

TO: Board of Trustees
 FROM: Bid Committee
 DATE: June 18, 2024
 RE: WVC Athletic Training Facility

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

The Bid Committee recommends accepting the bid from Wolfe Construction for a total of \$2,549,720. It is important to make the Board aware that administration recommends rejecting the low bid (\$2,503,300) based on significant concerns about the terms of delivery, quality, and serviceability of their work. Everard Construction has been prohibited by the State of Illinois to work on Capital Development Projects due to delivery, quality, and serviceability issues on past projects. Similarly, IECC previously worked with Everard Construction on a project at Frontier Community College in 2020. That project was fraught with communication, timeliness, and quality concerns. Given our past experiences with this contractor, coupled with the fact that they are prohibited from working on state projects for similar reasons, we recommend that Board accepts the second lowest bid from Wolfe Construction.

WVC Athletic Training Facility					
Company	Base Bid + Alt #01	Addendum #1	Addendum #2	Addendum #3	Addendum #4
Grunloh Building Inc.	\$3,168,085	✓	✓	✓	✓
Wolfe Construction	\$2,549,720	✓	✓	✓	✓
Shores Builders Inc.	\$2,725,400	✓	✓	✓	✓
Wahlman Construction	\$3,066,990	✓	✓	✓	✓
Everard Construction	\$2,503,300	✓	✓	✓	✓

Respectfully submitted,

Ryan Gower
 Ryan Hawkins
 Sonja Wease

Department: Wabash Valley College.

Source of Funds: Insurance proceeds.

Rationale for Purchase: The lowest responsible bidder in conformity with specifications.

This project is part of our capital investment into the four campuses of the District. The building will supply a facility for athletic training/conditioning, public restrooms, and a concession area for WVC Athletics. WVC currently leases space off-campus in their community for athletic conditioning.

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

INVITATION TO BID

Project: ATHLETIC TRAINING FACILITY
WABASH VALLEY COLLEGE
ILLINOIS EASTERN COMMUNITY COLLEGES
2200 COLLEGE DRIVE
MT. CARMEL, WABASH CO., ILLINOIS
HR# 395-3272

Owner: ILLINOIS EASTERN COMMUNITY COLLEGES
233 EAST CHESTNUT
OLNEY, IL 62450

Architect/Engineer: HURST-ROSCHE, INC.
200 N. MARKET STREET
MARION, IL 62959

Date: April 23, 2024

The Owner will receive sealed bids until 02:00 PM local prevailing time on Tuesday the 4th day of June 2024, at the Illinois Eastern Community Colleges District 529 Office, located at 233 East Chestnut Street, Olney, IL 62450 for the following work:

Project Description:

Construction of a new 8450 square foot athletic training facility for Wabash Valley College. The construction will consist of a pre-engineered metal building with concrete foundation containing; a training area for soccer and baseball featuring an enclosed athletic netting system with synthetic turf floor, three locker rooms, a concession area with casework, two public restrooms, a second-floor storage area, exterior barrier netting, a parking area, and utility work. The work includes, but is not limited to architectural, structural, civil, electrical, mechanical, and plumbing work.

A Pre-bid Meeting will be held on Wednesday, May 15, 2024, at 10:00 AM, prevailing time, at the Wabash Valley College Campus, Main Hall Room 101, located at 2200 College Drive, Mt. Carmel, IL 62863. An opportunity to visit the site will follow.

Drawings and specifications may be obtained at the office of Hurst-Rosche, Inc., 200 N. Market Street, Marion, Illinois, April 23, 2024, by paying a nonrefundable amount of \$100.00 (\$150.00 if mailed) for each set of drawings and specifications.

Bidding Documents, Drawings and Specifications, may be examined by prospective bidders and material suppliers at the offices of Hurst-Rosche, Inc., 200 N. Market Street, Marion, Illinois 62959, and at the Illinois Eastern Community Colleges District 529 Office, 233 East Chestnut Street, Olney, Illinois 62450, as well as the following Plan Rooms:

McGraw-Hill Construction www.dodgeprojects.construction.com	iSqFt Planroom 9901 Allisonville Road Fishers, IN 46038
AGC of Western Kentucky 2201 McCracken Blvd. Paducah, KY 42002-1059	Southern Illinois Builders Association 504 West Jackson Marion, IL 62959
Reed Construction Data www.reedpr.com	

Drawings and specifications will be available for viewing on the internet at: hurst-rosche.com/contractors. The documents are being provided for reference purposes only. Potential Bidders who take a copy of the documents should contact the Marion Office of Hurst-Rosche, Inc. via email or phone, and inform them that they have taken the documents for review. Bidders must obtain a signed and sealed set of the bidding documents, including bid form, from the offices of Hurst-Rosche, Inc. to submit a bid for this project.

The Owner requires the project to be substantially complete by June 18, 2025.

Bidders will be required to provide Bid security of a sum no less than 5 percent of the Bid Sum. The bid security shall be in the form of a certified check, cashier's check, bank money order or bid bond issued by surety licensed to conduct business in the State of Illinois. Hereinafter this bid security shall be referred to as the bid bond.

Submit two copies of your Bid on the Bid Form provided. Bidders may supplement this form as appropriate.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

Successful bidders shall be required to observe Illinois Public Act 77-1552 and the Illinois Department of Human Rights and Illinois Human Rights Commission Rules pertaining to Equal Employment Opportunity as provided for in paragraphs 2-101, et seq., Article II, Chapter 68, of the Illinois Revised Statutes; and comply with paragraph 271 of Chapter 48 of the Illinois Revised Statutes concerning the employment of citizens of the State of Illinois; and comply with Chapter 48, Sections 39s-1 through 39s-12, of the Illinois Revised Statutes, as amended, known as the Prevailing Wage Determination, as issued by the Illinois Department of Labor.

The Owner reserves the right to accept or reject any or all Bids or any part thereof, to waive any informality in bidding, and to accept bids deemed most favorable to the Owner.

CLIENT'S NAME

ILLINOIS EASTERN COMMUNITY COLLEGES

DR. RYAN GOWER, CHANCELLOR

BID FORM - STIPULATED PRICE

To: ILLINOIS EASTERN COMMUNITY COLLEGES
233 EAST CHESTNUT STREET
OLNEY, IL 62450

Project: ATHLETIC TRAINING FACILITY
WABASH VALLEY COLLEGE
ILLINOIS EASTERN COMMUNITY COLLEGES
2200 COLLEGE DRIVE
MT. CARMEL, WABASH CO., ILLINOIS
HR# 395-3272

Date: _____

Submitted by: _____
(full name)

(full address) _____

Contact Name: _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Hurst-Rosche, Inc. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Base Bid:

\$ _____ dollars, in lawful money of the United States of America.

Alternates

Alternate No. 1: Painting of angled stripes on exterior panels, east and west elevations. Approximately 220 square feet, with final color and design layout to be coordinated with owner.

\$ _____ dollars, in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are excluded and State of Illinois taxes are excluded from the Bid Sum.

2. REVIEW OF BID DOCUMENTS

The bidder represents that they are skilled and experienced in the use and interpretation of drawings and specifications such as those included in the bid documents for this contract. They have carefully reviewed the drawings, specifications and other bid documents, and have found them free of ambiguities and sufficient for bid purposes. Further, the Bidder has carefully examined the site of the work and, from their own observations, has satisfied themselves as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and any other items which may affect the performance of the Work. They have based their bid solely on these documents and observations, and have not relied in any way on any explanation or interpretation, oral or written, from any other source.

3. CONTRACTOR'S FEE FOR CHANGES IN WORK

Undersigned herein indicates a single percentage, not to exceed 12% for own forces and not to exceed 8% for subcontractors, for overhead and profit to be added to net extra job cost for changes in the work required to be performed by:

a) Own Forces ____% b) Subcontractors ____%

Undersigned herein indicates a single percentage, not less than 10% for own forces and not less than 5% for subcontractors, for overhead and profit to be added to net credit for job costs for changes in the work required to be performed by:

a) Own Forces ____% b) Subcontractors ____%

Percentages named above shall not include any items of insurance, bond or taxes since these are considered job cost items in contractor's quotations for changes in the work.

Any percentages indicated which are higher or lower than the maximum or minimum in the typewritten language herewith, shall be disregarded and typewritten figure used.

4. CONTRACT TIME

Undersigned agrees that, if awarded the Contract for Work bid upon herein, work will start on date designated in a written Notice to Proceed order issued by the Architect and will be completed in accordance with the contract documents, with all phases of work completed and operational and ready for acceptance by the Owner no later than as required by the Contract Agreement.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____; Addendum # _____ Dated _____
Addendum # _____ Dated _____; Addendum # _____ Dated _____

6. APPENDICES

The following documents are attached to and made a condition of the Bid:

Bid Bond in form of
Bidder's qualifications statement and supporting data.
Document 00 43 00 – Procurement Form Supplements
Appendix A - List of Subcontractors.

7. EQUAL EMPLOYMENT OPPORTUNITY

During performance of this contract, Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access to his books, records and accounts by the Department of the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. BUSINESS ENTERPRISE PROGRAM (BEP)

Any Certified Vendor (Primary Contractor, Sub-Contractors, or Procurement/Material Vendors) in accordance with the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities Act:

YES _____ NO _____

If YES, you must attach a copy of the current letter of certification from each Certified Vendor.

Percentage of overall work (material and/or labor) being provided by BEP Certified Vendor(s):

_____ %

9. NOT BARRED

The contractor by submitting its bid certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotating. 720 ILCS 5/33/E-11.

10. DRUG FREE WORKPLACE

The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et. Seq., and the Substance Abuse Prevention on Public Works Projects Act PA095-0635.

11. SEXUAL HARASSMENT POLICY

The Contractor by submitting its bid certifies that it has a written sexual harassment, (ii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties (v) the legal resource, investigative and compliant process through the Illinois Department of Human Rights: (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A)(4).

12. CRIMINAL RECORDS CHECKS

The Contractor by submitting its bid certifies that it will submit to background screening those employees, including subcontract employees, which will be working on any district project. This information is to be provided in accordance with the requirements of 105 ILCS 5/10-21.9. The Contractor by submitting its bid understands that employees found to be in violation of the Illinois School Code will not be permitted to work on school grounds.

13. BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Owner occupancy.
- D. Specification Conventions.
- E. Contractor's Duties.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes:

Construction of a new 8450 square foot athletic training facility for Wabash Valley College. The construction will consist of a pre-engineered metal building with concrete foundation containing; a training area for soccer and baseball featuring an enclosed athletic netting system with synthetic turf floor, three locker rooms, a concession area with casework, two public restrooms, a second-floor storage area, exterior barrier netting, and a parking area. The work includes, but is not limited to architectural, structural, civil, electrical, mechanical, and plumbing work.

Alternate No. 1: Painting of angled stripes on exterior panels, east and west elevations. Approximately 220 square feet. Final color selection and specific layout of design to be coordinated with owner.

- B. Construction of a new athletic training facility for Wabash Valley College.
- C. Perform Work of the Contract under fixed cost contract with Owner in accordance with Conditions of Contract.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Use of site and premises by the public.

1.4 OWNER OCCUPANCY

- A. The Owner will occupy the premises during construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.5 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

1.6 CONTRACTOR’S DUTIES

- A. Except as specifically noted, Contractor shall provide and pay for:
 - 1. All labor, materials, and equipment used for construction of and/or incorporated into the project.
 - 2. All tools, construction equipment and machinery.
 - 3. Required building permits, and all inspection fees by governmental authorities.
 - 4. Other facilities and services necessary for proper execution and complete of work.
- B. Owner is exempt from sales tax on product permanently incorporated in work.
 - 1. Obtain sales tax exemption certificate number from Owner.
 - 2. Place exemption certificate number on invoices for materials incorporated in work.
 - 3. Upon completion of work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt and furnish copies of invoice to Owner.
 - 4. Pay legally assessed penalties for improper use of exemption certificate number.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- D. Promptly submit written notice to Architect/Engineer of observed variance of contract documents from legal requirements.
 - 1. It is not the Contractor’s responsibility to make certain that drawings and specifications comply with codes and regulations.
 - a. Appropriate modifications to contract documents will account for/reflect necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements if written notice is not provided by the Contractor to the Architect.
- E. Enforce strict discipline and good order among employees.
- F. Do not unreasonably encumber site with materials or equipment.
- G. Do not load structure with weight that will endanger structure.
- H. Assume full responsibility for protection and safe-keeping of products stored on premises.
- I. Move any stored products which interfere with operations of Owner or other Contractors.

- J. Obtain and pay for use of additional storage or work areas needed for operations.
- K. The Owner, IECC, maintains a Tobacco-free/Smoke-Free Campus at each of its locations. See internet location given below for full policy statement:

<https://iecc.edu/smokefree#:~:text=IECC%20Policy%20on%20Tobacco%20and%20Smoking&text=As%20of%20July%202015,District%20owned%20or%20leased%20vehicles..>
- L. All members of work crews must remain fully clothed and refrain from using obscene or profane language.
- M. If a site visit outside of the scheduled pre-bid meeting is desired prior to submitting a bid, it shall be coordinated through Ernest Majors Wabash Valley College Operations & Maintenance Leader, to determine an acceptable time and date. Mr. Majors can be reached at (618) 240-3525 or majorse@iecc.edu to schedule a visit.
- N. Contractor shall maintain building free from entrance of water at all times during construction.
- O. Contractor shall furnish, erect and maintain temporary ladders, ramps, or hoists as may be required for performance of this work.
 - 1. All such equipment shall be substantially designed, constructed, and maintained in accordance with applicable federal, state, and local laws, ordinances, and regulations, and shall be promptly removed when no longer needed.
- P. Contractor shall design, furnish, erect, maintain, and move all ladders and scaffolding required for this work.
 - 1. All ladders and scaffolding shall be designed, constructed, and maintained in accordance with applicable federal, state, and local law, ordinances, and regulations, and shall be promptly removed when no longer needed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

BIDDING AND CONTRACT DOCUMENTS

Section 00 21 15 – Addendum No. 1

DATE: May 08, 2024

Hurst-Rosche, Inc. 200
N. Market Street Marion,
Illinois 62959

TO: PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 TO THE BIDDING DOCUMENTS FOR

Athletic Training Facility
Wabash Valley College
Illinois Eastern Community Colleges
2200 College Drive
Mt. Carmel, Wabash County, Illinois 62863
HR: 395-3272

This addendum forms a part of the bidding and contract documents and modifies the bidding documents dated April 23, 2024. Acknowledge receipt of this addendum in space provided on Bid Form. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

SPECIFICATIONS

1. Updated Section 00 01 10 (Table of Contents)
2. Add Section 00 21 14 (Instructions to Bidders – AIA).
3. Add Section 06 10 53 (Misc. Rough Carpentry).
4. Add Section 07 84 00 (Firestopping).
5. Add Section 08 11 13 (Hollow Metal Doors and Frames).
6. Section 08 71 00 (Door Hardware)
 - a. Revise Section 2.08 CYLINDRICAL LOCKS – GRADE 1
 - i. Subsection A. change “Acceptable Manufacturers and Products” to “Acceptable Manufacturers with equivalent products.
 - ii. Subsection A -subparagraphs b. and c. delete Sargent 11-Line and Corbin- Russwin C13100. Replace with Von Duprin and Hagar.
 - b. Revise Section 2.08 CYLINDERS
 - i. Subsection A. change “Acceptable Manufacturers and Products” to “Acceptable Manufacturers with equivalent products.
 - ii. Subsection A. subparagraph a. delete “Coordinate with owner on final Cylinder to be installed.” Replace with Schlage Everest 29 Primus XP
 - iii. Subsection A – revise subparagraphs b., c., d., and e. to reflect subparagraph b. Von Duprin and subparagraph c. Hagar.
 - c. Revise Section 2.11 KEYING
 - i. Revise subsection 2) under “Replaceable Construction Cores” to say “Coordinate with Owner or Owner’s Representative on replacement of construction cores with permanent cores.

DRAWINGS

7. G-002: Updated Table of Contents with new sheets C 101-A Site Plan & A-503 COLUMN DETAILS
8. Added sheet C-101 SITE PLAN: Provides clarifying details of existing drawings.
9. A-101: Added callouts for column details. Added gridlines A.1 and A.2. Made minor adjustments to walls in Rooms 103,104, 105, 107 related to Column Detail drawings.
10. Added new sheet A-503 consisting of Column Detail Drawings.

This addendum DOES NOT alter the previously published bid due date of June 04, 2024, 02:00 pm, at Illinois Eastern Community Colleges District 529 Office, located at 233 East Chestnut Street, Olney, IL 62450.

Respectfully submitted,

HURST-ROSCHE, INC.

Alexander Pape
Project Manager

cc: All known plan-holders (including plan houses and contractors), Hurst-Rosche web site, Illinois Eastern Community Colleges, Project File

RECEIVED BY:

Authorized Representative

Company Name

Date

DATE: May 22, 2024

Hurst-Rosche, Inc.
200 N. Market Street
Marion, Illinois 62959
Hurst-Rosche Project #395-3272

TO: PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 TO THE BIDDING DOCUMENTS FOR

Athletic Training Facility
Wabash Valley College
Illinois Eastern Community Colleges
2200 College Drive
Mt. Carmel, Wabash County, Illinois 62863
HR: 395-3272

This addendum forms a part of the bidding and contract documents and modifies the bidding documents dated April 23, 2024. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This addendum is being issued in lieu of meeting minutes for the pre-bid meeting held on May 15, 2024. If there was anything discussed in the meeting, or needs further clarification, that was omitted in these minutes please inform the A/E promptly.

SPECIFICATIONS

11. Attach Request for Interpretation Pre-bid Question and Comment Form to the end of 00 21 14.
12. Specification Section 00 21 14: Update last day to submit Request for Information to 05/24 at 4:30 p.m.

DRAWINGS

13. Revised C-100 to include control points from survey, as well as relevant information.
14. Drawing 2 sheet A-303, the plywood should be called out as ½” rather than 3/8”.

CLARIFICATIONS

15. RFI’s will be accepted via email sent to apape@hurst-rosche.com. RFI’s should clearly indicate what information is being requested and relevant sections of the project documents in question. RFIPBQC Form attached for contractors convenience.
16. Section 00 21 14 – Instructions to Bidder.
 1. Update in Section 1.4 subparagraph K. Update number in parentheses to (5%).
17. Regarding the scope of work involving the relocation of the existing utility pole and associated services as described on drawings C-100, C-101.
 2. The utility pole and associated feeder line is a private line owned by an oil company.

3. Permission has been given to Wabash Valley College by the oil company to move the utility pole.
18. On C-100 removal of the existing scoreboard is part of the contract. On C-101 the running of a new electrical service to from building for a new scoreboard is part of the contract. Installation of new Scoreboard is not part of the contract.
19. Architectural Elevations illustrate the canopy as being supported by columns. This was drawn to provide suggested locations for columns, should they be needed by the PEMB. The canopy can be supported by whichever method the PEMB manufacturer chooses; column, hanger, direct connection, etc.
20. Gutters along the east elevation of the building should extend to drains under the sidewalk and be daylighted beyond.
21. Contractor will be required to meet with Dave Easter, City Inspector with the City of Mt. Carmel, prior to start of construction.

PRODUCT/SUPPLIER APPROVALS

21. Approved ACI Buildings as a manufacturer for inclusion in Section 13 34 19 (Metal Building Systems), paragraph 2.1.
22. Approved Varco Pruden as a manufacturer for Section 13 34 19 (Metal Building Systems), paragraph 2.1.
23. Approved Sport Turf Fast Grass AT740 as a manufacturer in Section 32 18 00 (Synthetic Grass Surfacing), paragraph 2.1.
24. Approved Old Castle Building Envelope as a manufacturer in Section 08 80 00 (Glazing), paragraph 2.1.

RFI RESPONSES

25. Is the G.C. responsible for any fees associated with the relocation of the utility pole.

G.C. will not be responsible for any costs associated with the relocation of the utility pole from the oil company. The line cannot remain out of service more than two calendar days. G.C. still responsible for all fees associated with required permitting for project, including any fees and work associated with the utility pole relocation. Coordinate with local utilities and owner a minimum of two weeks prior to commencement of work.
26. Is there a detail for the concrete slab to mount the HVAC units on? Utilize a 6" thick slab, similar to the detail titled "REINFORCED 6" PCC PAVEMENT TYPICAL SECTION" on C-501.
27. Would Illinois Eastern Community Colleges be open to hanger connections on the proposed canopy? Yes. See clarification note 5.
28. Clarify the note referring to a storm sewer: There is no storm sewer within this project.
29. Are you concerned about the overhead service lines being approximately 8'-0" from the building? Would you consider underground installation of the feeder lines? Would you consider relocation of the pad mounted transformer closer to the relocated utility pole and service line?

These are multiple questions that were asked, but as they are about related work I am putting them all together.

Jobsite safety is responsibility of the Contractor. We contacted steel erectors to get their input on the feasibility of the work being performed and they indicated that an 8'-0" gap to the feeder lines can be done. We would expect the sub-contractor performing the work to take all necessary steps to perform the work safely. This would include informing the public utility so that they can provide their support and whatever means they have to help ensure safety.

We would like to see the proposal bid as issued, but would be open to alternative methods to achieve the intended building design at no additional cost to the client.

30. Is there a staging area?

At this point in the project, we are anticipating being able to utilize a maximum 90' x 60' space in the gravel parking lot adjacent to the baseball and softball fields. However, the parking lot will still need to be used so alternative locations would also be considered. We've provided as an attachment the schedule for the 2023-2024 seasons for Baseball, Softball, and Women's Soccer to provide an idea of how often that parking lot may be used. Security fencing will need to be erected, and any damage to the staging area will need to be repaired.

This addendum DOES NOT alter the previously published bid due date of June 04, 2024, 02:00 pm, at Illinois Eastern Community Colleges District 529 Office, located at 233 East Chestnut Street, Olney, IL 62450.

Respectfully submitted,

HURST-ROSCHE, INC.

Alexander Pape
Project Manager

cc: All known plan-holders (including plan houses and contractors), Hurst-Rosche web site, Illinois Eastern Community Colleges, Project File

RECEIVED BY:

Authorized Representative

Company Name

Date

DATE: May 29, 2024

Hurst-Rosche, Inc.
200 N. Market Street
Marion, Illinois 62959
Hurst-Rosche Project #395-3272

TO: PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 TO THE BIDDING DOCUMENTS FOR

Athletic Training Facility
Wabash Valley College
Illinois Eastern Community Colleges
2200 College Drive
Mt. Carmel, Wabash County, Illinois 62863
HR: 395-3272

This addendum forms a part of the bidding and contract documents and modifies the bidding documents dated April 23, 2024. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

.....

SPECIFICATIONS

- 31. Revised Specification 08 33 13 Coiling Counter Doors to clarify product information.
- 32. Revise Specification Section 08 71 00 Hardware Schedule to reflect that Hardware Group 01 is for a Fire Rated Opening.

DRAWINGS

CLARIFICATIONS

- 33. To further clarify item 25 in Addendum #02, the General Contractor is not responsible for the cost incurred to the project from the oil company resulting from the shut down of power to facilitate the relocation of the utility pole. IECC will bear the cost from the oil company for up to two full days, after which time the contractor will be responsible for the costs. The General Contractor is responsible for all other costs associated with the work.
- 34. The Service Line extending to the Soccer light pole from the main line is owned by Wabash Valley College.
- 35. Final clearances of the service lines will need to meet all necessary clearances vertically and horizontally as dictated by NEC 2008.
- 36. Per Spec section 13 34 19 Section 2.7 subparagraph A Siding subsection 1 - The basis of design for the exterior paneling is an AVP profile. Manufacturers equivalent profile to AVP would be accepted.

37. In Addendum #02, the bid due date is listed as June 04, 2023, it should be corrected to June 04, 2024.

PRODUCT/SUPPLIER APPROVALS

RFI RESPONSES

38. Can we get someone to determine which openings are fire rated and which are not? Or if they all are fire rated?
The door schedule on A-101 delineates which doors are fire-rated and which are not. Specification section 08 71 00 does not correctly label Hardware Group No. 01 as being for a Fire Rated Opening. Door 112-A is to be a 45 minute fire rated door. Any further discrepancies between the door hardware schedule and the door schedule, the fire rated label on the door schedule takes precedence.
39. Should there be provisions to tie the mezzanine to the PEMB structure?
The mezzanine was not designed to be tied into the PEMB.
40. Is there a Geo-Tech Report available?
Yes, see attachments.

This addendum **DOES NOT** alter the previously published bid due date of June 04, 2024, 02:00 pm, at Illinois Eastern Community Colleges District 529 Office, located at 233 East Chestnut Street, Olney, IL 62450.

Respectfully submitted,

HURST-ROSCHE, INC.

Alexander Pape
Project Manager

cc: All known plan-holders (including plan houses and contractors), Hurst-Rosche web site, Illinois Eastern Community Colleges, Project File

RECEIVED BY:

Authorized Representative

Company Name

Date

DATE: May 30, 2024

Hurst-Rosche, Inc.
200 N. Market Street
Marion, Illinois 62959
Hurst-Rosche Project #395-3272

TO: PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 4 TO THE BIDDING DOCUMENTS FOR

Athletic Training Facility
Wabash Valley College
Illinois Eastern Community Colleges
2200 College Drive
Mt. Carmel, Wabash County, Illinois 62863
HR: 395-3272

This addendum forms a part of the bidding and contract documents and modifies the bidding documents dated April 23, 2024. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

.....

SPECIFICATIONS

- 41. Revise Specification 00 21 14 – Instructions to Bidders, Section 1.4 paragraph D. Latest Time to Issue an Addendum: to May 30, 2024, by 4:30 PM.
- 42. Revise Specification 32 31 23 – Extruded Vinyl Fencing Systems to remove any reference to “wood grain.”

DRAWINGS

- 43. C- 501 remove all references to “FENCE BASIS-OF-DESIGN: CERTAINTEED – CHESTERFIELD WITH CERTAGRAIN TEXTURE”.
- 44. C-501 remove all references to posts being set in sleeves anchored in concrete for ease of replacement. All extruded vinyl fence to be installed per manufacturer’s instructions.

CLARIFICATIONS

- 45. Extruded Vinyl Fence basis of design is the Illusions Vinyl Fence V500. It should be an 8’-0 tall, semi-private panel of manufacturers standard classic colors as chosen by A/E or Owners representative. Boards are to be 3” x 7/8” with small spaces between. A wood grain finish is not desired. Fence system to be installed per manufacturer’s instructions in compliance with any relevant codes addressing structural requirements.

PRODUCT/SUPPLIER APPROVALS

RFI RESPONSES

This addendum DOES NOT alter the previously published bid due date of June 04, 2024, 02:00 pm, at Illinois Eastern Community Colleges District 529 Office, located at 233 East Chestnut Street, Olney, IL 62450.

Respectfully submitted,

HURST-ROSCHE, INC.

Alexander Pape
Project Manager

cc: All known plan-holders (including plan houses and contractors), Hurst-Rosche web site, Illinois Eastern Community Colleges, Project File

RECEIVED BY:

Authorized Representative

Company Name

Date

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
May 31, 2024**

FUND	BALANCE
Educational	\$ 7,073,977.67
Operations & Maintenance	1,092,251.56
Operations & Maintenance (Restricted)	3,839,596.79
Bond & Interest	375,523.43
Auxiliary	508,549.99
Restricted Purposes	(318,355.90)
Working Cash	40,036.02
Trust & Agency	550,821.34
Audit	15,332.19
Liability, Protection & Settlement	662,893.24
TOTAL ALL FUNDS	<u>\$ 13,840,626.33</u>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
May 31, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 7,100,278	\$ 1,092,252	\$ 3,839,597	\$ 375,523	\$ 529,050	\$ (318,356)
Investments	8,514,422	2,760,198	8,791,226	-	3,406,249	-
Accounts Receivable	2,845,667	313,201	-	-	244,228	-
Other Receivables	1,026,523	-	3,500	-	1,885	21,738
Restricted Cash	-	-	3,973,434	-	-	-
Inventory	-	-	-	-	571,230	-
Other Assets	4,196	-	-	-	-	458,357
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 19,491,086</u>	<u>\$ 4,165,651</u>	<u>\$ 16,607,757</u>	<u>\$ 375,523</u>	<u>\$ 4,752,642</u>	<u>\$ 161,739</u>
LIABILITIES						
Accounts Payable	\$ 32,317	\$ 5,177	\$ -	\$ -	\$ (6,499)	\$ (409)
Accrued Payroll Liabilities	6,068	-	-	-	-	-
Other Accrued Liabilities	3,976,344	302,070	29,331	-	34,572	(80,100)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>4,014,729</u>	<u>307,247</u>	<u>29,331</u>	<u>-</u>	<u>28,073</u>	<u>(80,509)</u>
FUND BALANCES						
Non-Spendable	-	-	-	-	571,230	-
Restricted						
Board Designated	10,673,916	1,302,852	-	-	-	-
Other Purposes	-	2,071,781	13,367,420	375,523	-	-
Encumbered	2,981,530	483,771	3,211,006	-	789,165	344,989
Unassigned	1,820,911	-	-	-	3,364,174	(102,741)
Total Fund Balances	<u>15,476,357</u>	<u>3,858,404</u>	<u>16,578,426</u>	<u>375,523</u>	<u>4,724,569</u>	<u>242,248</u>
Total Liabilities and Fund Balances	<u>\$ 19,491,086</u>	<u>\$ 4,165,651</u>	<u>\$ 16,607,757</u>	<u>\$ 375,523</u>	<u>\$ 4,752,642</u>	<u>\$ 161,739</u>

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
May 31, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 40,036	\$ 550,821	\$ 15,332	\$ 662,893	\$ 13,887,426
Investments	6,320,834	-	-	-	29,792,929
Accounts Receivable	-	-	-	-	3,403,096
Other Receivables	36,088	12,676	-	-	1,102,410
Restricted Cash	-	-	-	-	3,973,434
Inventory	-	-	-	-	571,230
Other Assets	-	-	-	-	462,553
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,396,958</u>	<u>\$ 563,497</u>	<u>\$ 15,332</u>	<u>\$ 662,893</u>	<u>\$ 53,193,078</u>
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 30,586
Accrued Payroll Liabilities	-	-	-	-	6,068
Other Accrued Liabilities	-	-	-	-	4,262,217
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,298,871</u>
FUND BALANCES					
Non-Spendable	6,315,000	-	-	-	6,886,230
Restricted					
Board Designated	-	-	-	-	11,976,768
Other Purposes	81,958	559,069	(59,568)	499,263	16,895,446
Encumbered	-	4,428	74,900	163,630	8,053,419
Unassigned	-	-	-	-	5,082,344
Total Fund Balances	<u>6,396,958</u>	<u>563,497</u>	<u>15,332</u>	<u>662,893</u>	<u>48,894,207</u>
Total Liabilities and Fund Balances	<u>\$ 6,396,958</u>	<u>\$ 563,497</u>	<u>\$ 15,332</u>	<u>\$ 662,893</u>	<u>\$ 53,193,078</u>

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended May 31, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 3,423,650	\$ 1,535,954	\$ 204,952	\$ 1,922,130	\$ -	\$ -
Replacement Taxes	566,700	566,700	-	-	-	-
ICCB Grants	13,105,949	-	775,097	-	-	1,568,929
Federal Grants	-	-	-	-	-	8,197,711
Tuition & Fees	12,063,254	1,036,103	-	-	357,329	-
Charges for Services	56,259	89,843	-	-	2,437,424	107
Interest	438,037	116,820	333,250	19,294	137,664	14,361
Other Revenues	182,742	106,041	14,392,975	-	138,856	165,300
Total Revenues	<u>29,836,591</u>	<u>3,451,461</u>	<u>15,706,274</u>	<u>1,941,424</u>	<u>3,071,273</u>	<u>9,946,408</u>
EXPENDITURES						
Payroll	14,715,687	1,092,373	-	-	1,971,401	1,786,952
Benefits	2,616,101	273,721	-	-	234,182	405,978
Contractual Services	2,054,632	609,431	718,159	-	353,723	652,458
Supplies	1,514,328	363,367	38,322	-	1,927,530	318,014
Travel	239,732	296	334	-	454,099	94,025
Fixed	43,995	383	6,141,058	1,875,994	156,558	6,160
Utilities	51,382	1,238,291	-	-	325	-
Capital Outlay	293,798	104,620	3,335,128	-	24,609	1,048,162
Other	258,351	1,052	122,666	-	130,773	1,558,614
Scholarships, Student Grants, & Waivers	5,668,952	-	-	-	498,571	4,493,774
Total Expenditures	<u>27,456,958</u>	<u>3,683,534</u>	<u>10,355,667</u>	<u>1,875,994</u>	<u>5,751,771</u>	<u>10,364,137</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>2,379,633</u>	<u>(232,073)</u>	<u>5,350,607</u>	<u>65,430</u>	<u>(2,680,498)</u>	<u>(417,729)</u>
TRANSFERS						
Net Transfers	(2,155,316)	58,041	1,450,000	-	647,275	-
Total Transfers	<u>(2,155,316)</u>	<u>58,041</u>	<u>1,450,000</u>	<u>-</u>	<u>647,275</u>	<u>-</u>
Net Change in Fund Balance	<u>224,317</u>	<u>(174,032)</u>	<u>6,800,607</u>	<u>65,430</u>	<u>(2,033,223)</u>	<u>(417,729)</u>
Fund Balance - Beginning	15,252,040	4,032,436	9,777,819	310,093	6,757,792	659,977
Fund Balance - Ending	<u>\$ 15,476,357</u>	<u>\$ 3,858,404</u>	<u>\$ 16,578,426</u>	<u>\$ 375,523</u>	<u>\$ 4,724,569</u>	<u>\$ 242,248</u>

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended May 31, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES					
Property Taxes	\$ -	\$ -	\$ 52,060	\$ 1,150,770	\$ 8,289,516
Replacement Taxes	-	-	-	-	1,133,400
ICCB Grants	-	-	-	-	15,449,975
Federal Grants	-	-	-	-	8,197,711
Tuition & Fees	-	-	-	-	13,456,686
Charges for Services	-	33,490	-	-	2,617,123
Interest	88,258	18,758	553	21,363	1,188,358
Other Revenues	-	490,234	-	253,170	15,729,318
Total Revenues	<u>88,258</u>	<u>542,482</u>	<u>52,613</u>	<u>1,425,303</u>	<u>66,062,087</u>
EXPENDITURES					
Payroll	-	-	-	-	19,566,413
Benefits	-	-	-	106,315	3,636,297
Contractual Services	-	171	64,525	326,422	4,779,521
Supplies	-	51,408	-	96,201	4,309,170
Travel	-	22,514	-	-	811,000
Fixed	-	-	-	456,993	8,681,141
Utilities	-	-	-	-	1,289,998
Capital Outlay	-	-	-	83,499	4,889,816
Other	-	11,283	-	-	2,082,739
Scholarships, Student Grants, & Waivers	-	423,129	-	-	11,084,426
Total Expenditures	<u>-</u>	<u>508,505</u>	<u>64,525</u>	<u>1,069,430</u>	<u>61,130,521</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>88,258</u>	<u>33,977</u>	<u>(11,912)</u>	<u>355,873</u>	<u>4,931,566</u>
TRANSFERS					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>88,258</u>	<u>33,977</u>	<u>(11,912)</u>	<u>355,873</u>	<u>4,931,566</u>
Fund Balance - Beginning	<u>6,308,700</u>	<u>529,520</u>	<u>27,244</u>	<u>307,020</u>	<u>43,962,641</u>
Fund Balance - Ending	<u>\$ 6,396,958</u>	<u>\$ 563,497</u>	<u>\$ 15,332</u>	<u>\$ 662,893</u>	<u>\$ 48,894,207</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
May 31, 2024

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2024	2023
ASSETS:		
CASH	\$ 13,840,626	\$ 15,655,336
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	14,500
CDB PROJECT TRUST	3,973,434	3,876,650
PREPAID EXPENSES	4,196	-
INVESTMENTS	29,792,930	20,161,414
RECEIVABLES	4,460,412	4,570,928
ACCRUED REVENUE	45,095	-
INTERFUND RECEIVABLES	-	-
INVENTORY	571,230	610,360
OTHER ASSETS	458,357	437,696
FIXED ASSETS (Net of Depr)	26,430,676	20,865,652
TOTAL ASSETS AND OTHER DEBITS:	\$ 79,623,756	\$ 66,213,836
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ 6,068	\$ -
ACCOUNTS PAYABLE	(5,240)	899,181
ACCRUED EXPENSES	-	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	3,922,186	3,777,586
L-T DEBT GROUP (FUND 9)	8,600,237	4,073,092
OPEB (Prior Year Restated for GASB 75 Implementation)	5,856,409	13,963,316
OTHER LIABILITIES	375,857	392,859
TOTAL LIABILITIES:	18,755,517	23,106,034
FUND BALANCES:		
FUND BALANCE	40,840,790	33,266,991
INVESTMENT IN PLANT (Net of Depr)	26,430,676	20,865,652
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(14,456,646)	(18,036,408)
RESERVE FOR ENCUMBRANCES	8,053,419	7,011,567
TOTAL EQUITY AND OTHER CREDITS	60,868,239	43,107,802
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 79,623,756	\$ 66,213,836

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2022-2024**

College	Category	FISCAL YEAR 2022			FISCAL YEAR 2023			FISCAL YEAR 2024			
		Budget	Spent Thru May	% of Budget	Budget	Spent Thru May	% of Budget	Tentative Budget	Spent Thru May	% of Budget	% of Year
Frontier	Bills		\$ 609,835			\$ 820,172			\$ 728,823		
	Payroll		1,799,266			2,110,947			2,104,824		
	Waivers		684,593			718,047			676,919		
	Totals	\$ 3,688,586	3,093,694	84%	\$ 3,873,183	3,649,166	94%	\$ 3,936,161	3,510,566	89%	92%
Lincoln Trail	Bills		\$ 1,047,703			\$ 1,070,110			\$ 1,111,612		
	Payroll		2,217,931			2,253,029			2,114,963		
	Waivers		757,709			785,773			882,592		
	Totals	\$ 4,977,953	4,023,343	81%	\$ 4,727,391	4,108,912	87%	\$ 4,542,114	4,109,167	90%	92%
Olney Central	Bills		\$ 1,439,395			\$ 1,783,384			\$ 1,880,856		
	Payroll		4,166,930			4,432,746			4,205,006		
	Waivers		614,487			635,397			687,033		
	Totals	\$ 7,367,058	6,220,812	84%	\$ 7,402,072	6,851,527	93%	\$ 7,643,937	6,772,895	89%	92%
Wabash Valley	Bills		\$ 1,196,092			\$ 1,252,985			\$ 1,415,160		
	Payroll		2,940,648			3,020,071			2,805,246		
	Waivers		1,222,442			1,161,391			1,201,378		
	Totals	\$ 5,775,220	5,359,182	93%	\$ 6,271,689	5,434,447	87%	\$ 5,915,330	5,421,784	92%	92%
Workforce Educ.	Bills		\$ 197,592			\$ 182,130			\$ 206,764		
	Payroll		736,786			674,909			730,846		
	Waivers		1,507,826			1,638,705			1,935,147		
	Totals	\$ 3,378,641	2,442,204	72%	\$ 2,761,446	2,495,744	90%	\$ 2,619,370	2,872,757	110%	92%
District Office	Bills		\$ 520,017			\$ 698,991			\$ 770,182		
	Payroll		1,211,439			1,342,163			1,722,357		
	Waivers		-			-			-		
	Totals	\$ 1,991,105	1,731,456	87%	\$ 2,334,026	2,041,154	87%	\$ 2,741,040	2,492,539	91%	92%
District Wide	Bills		\$ 3,401,720			\$ 3,605,900			\$ 3,550,083		
	Payroll		1,247,245			1,753,859			2,124,818		
	Waivers		152,183			62,654			285,883		
	Totals	\$ 7,148,722	4,801,148	67%	\$ 7,711,317	5,422,413	70%	\$ 7,083,719	5,960,784	84%	92%
GRAND TOTALS		\$ 34,327,285	\$ 27,671,839	81%	\$ 35,081,124	\$ 30,003,363	86%	\$ 34,481,671	\$ 31,140,492	90%	92%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Revenues & Expenditures Report
For the Period Ended May 31, 2024

Unaudited

	FY 2024		FY 2023		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Property Taxes	\$ 4,959,604	14.90%	\$ 4,663,145	15.44%	\$ 296,459
Replacement Taxes	1,133,400	3.40%	1,907,354	4.87%	(773,954)	-40.577%
ICCB Grants	13,105,949	39.37%	12,286,296	37.78%	819,653	6.671%
Tuition & Fees	13,099,356	39.35%	12,137,133	40.03%	962,223	7.928%
Charges for Services	146,103	0.44%	79,671	0.24%	66,432	83.383%
Interest	554,855	1.67%	317,916	0.92%	236,939	74.529%
Other Revenues	288,783	0.87%	227,616	0.72%	61,167	26.873%
	<u>\$ 33,288,050</u>	<u>100.00%</u>	<u>\$ 31,619,131</u>	<u>100.00%</u>	<u>\$ 1,668,919</u>	<u>5.278%</u>

	FY 2024		FY 2023		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 15,808,060	50.76%	\$ 15,587,724	51.89%	\$ 220,336
Employee Benefits	2,889,822	9.28%	2,567,281	8.37%	322,541	12.564%
Contractual Services	2,664,063	8.55%	2,412,394	7.15%	251,669	10.432%
Materials	1,877,695	6.03%	1,881,430	6.27%	(3,735)	-0.199%
Travel & Staff Development	240,028	0.77%	217,266	0.71%	22,762	10.477%
Fixed Charges	44,378	0.14%	29,480	0.10%	14,898	50.536%
Utilities	1,289,673	4.14%	1,267,954	4.19%	21,719	1.713%
Capital Outlay	398,418	1.28%	836,016	2.91%	(437,598)	-52.343%
Other	5,928,355	19.04%	5,203,818	18.41%	724,537	13.923%
	<u>\$ 31,140,492</u>	<u>100.00%</u>	<u>\$ 30,003,363</u>	<u>100.00%</u>	<u>\$ 1,137,129</u>	<u>3.790%</u>

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

	Funding Source	Estimated Budget										
Center for Technology - LTC	CDB	\$11,160,000										
Applied Technology Center - OCC	CDB	\$3,076,400										
Power Hub - WVC	CDB	\$300,000										
Parking Lot Resurfacing	CDB	\$918,392										
LTC - Crawford County Recreational Center	Local	\$4,779,011										
WVC - Main Hall Roof Replacement	PHS	\$253,800										
WVC - Science Building East Canopy	Local	\$58,041										
LTC - Athletic Facility	2023 Debt Certificates	\$2,400,300										
OCC - 370 kW Solar Array	2023 Debt Certificates	\$1,472,990										
FCC - Rotary Plaza Pavilion	Beautification Funds	\$79,750										
OCC - Theater Storage Building	Theater Aux., Fundraising., Beautification	\$148,500										
OCC - Salvage Vehicle Storage	Deferred Maintenance	\$40,000										
GRAND TOTAL		\$24,687,184	Board Approval	Preliminary Design	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted	

5/31/2024

MEMORANDUM

TO: IECC Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

SUBJECT: Semi-Annual Review of Executive Session Minutes

- A. The following written executive session minutes were reviewed in December 2023 and the decision was made at that time to keep them closed:
1. Tuesday, June 20, 1995
 2. Tuesday, August 15, 1995
 3. Tuesday, September 19, 1995
 4. Friday, August 2, 1996
 5. Tuesday, January 17, 2012
 6. February 19, 2019
 7. October 15, 2019
 8. December 10, 2019
 9. January 21, 2020
 10. February 18, 2020
 11. July 21, 2021
 12. July 19, 2022
 13. October 18, 2022
- B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2024:
1. January 16, 2024
 2. March 19, 2024
 3. April 16, 2024
- C. The following written executive session minutes have been approved and opened to the public record:
1. February 21, 2023
 2. May 16, 2023
- D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. July 19, 2022
2. August 16, 2022
3. September 20, 2022
4. October 18, 2022
5. February 21, 2023
6. May 16, 2023
7. July 13, 2023
8. August 15, 2023
9. September 19, 2023
10. October 17, 2023

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

1. July 19, 2022
2. August 16, 2022
3. September 22, 2022
4. October 18, 2022

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

1. December 12, 2023
2. February 27, 2024
3. May 21, 2024

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

1. July 13, 2023
2. August 15, 2023
3. September 19, 2023
4. October 17, 2023

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 18, 2024

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the June Personnel Report. Additional information for items 400.1, 400.2, & 400.3 have been sent under separate confidential cover.

INDEX

- 400.1. Change in Status**
- 400.2. Potential Change of Status for Specific Positions Related to FLSA Overtime**
- 400.3. Resignation Ratification**

PERSONNEL REPORT

400.1 Change in Status

- A. Kathy Wheeler, Administrative Assistant, FCC to Academic Affairs Data Integrity Specialist, FCC effective July 1, 2024

400.2 Potential Change of Status for Specific Positions Related to FLSA Overtime (Separate Cover)

400.3 Resignation Ratification

- A. Hayden McDuffee, Transition Services Coordinator, FCC effective August 23, 2024
- B. Brandi Rich, Academic Advisor, OCC effective May 24, 2024
- C. Zachary Loll, Women's Basketball Coach, LTC effective June 3, 2024
- D. Shani Quarton, Adult Education Office Assistant effective June 18, 2024
- E. Erica Arnold, Financial Aid Coordinator, LTC effective August 2, 2024
- F. Cleo Ziegler, Custodian, LTC effective June 21, 2024