

AMENDMENT TO THE CONTRACTUAL AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT NO. 518, FULTON, KNOX,
HANCOCK, HENDERSON, HENRY, MCDONOUGH, MERCER,
SCHUYLER, STARK AND WARREN COUNTIES, ILLINOIS
AND IT'S BOARD OF TRUSTEES

This Amendment is entered into this 15th day of May, 2007, by Community College District No. 518, Fulton, Knox, Hancock, Henderson, Henry, McDonough, Mercer, Schuyler, Stark and Warren counties, Illinois, hereafter known as Carl Sandburg College and Michael T. Bavery, a member of the Board of Trustees of said community college.

WHEREAS, on April 28, 1988, the Board of Trustees entered into an Indemnification Agreement to defend, hold harmless and indemnify individual Board members; and

WHEREAS, subsequent to that date, Michael T. Bavery was elected as a member to said Board of Trustees; and

WHEREAS, Carl Sandburg College Board of Trustees wishes to enter into the same agreement with Michael T. Bavery as a member of said Board of Trustees.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree that Carl Sandburg College, through the Board of Trustees, agrees it will defend, hold harmless, and indemnify the individual Board members from any and all demands, claims, suits, actions and legal proceedings of whatever nature brought by third parties against said Board in their individual capacities or in their official capacities as agents and/or employees of the District provided that the incident arose while the Board members were acting within the scope of their authority as Board members or their agency or employment by the district. This Indemnification Agreement is intended to protect individual Board members from any financial loss arising out of the performance of their official duties and responsibilities. It is intended to be applicable to all activities of the Board, including, but not limited to, personal, personnel actions, disciplinary matters, contractual relationship, etc. It is contemplated that the

district's legal liability insurance will provide coverage to the Board members for any such claims and this provision is intended only for the purpose of indemnifying the Board members against any losses sustained by the Board members beyond the coverage of such insurance or in the absence of such insurance.

This Agreement shall be binding upon Carl Sandburg College so long as the alleged incident or cause of accident arose during the tenure of the Board member and the provisions of this Agreement shall remain in effect after the board member vacates his or her office.

IN WITNESS WHEREOF, the parties have hereunto signed on the day and year first above written.

COMMUNITY COLLEGE DISTRICT NO. 518, FULTON,
KNOX, HANCOCK, HENDERSON, HENRY,
MCDONOUGH, MERCER, SCHUYLER, STARK AND
WARREN COUNTIES, ILLINOIS a/k/a CARL
SANDBURG COLLEGE

Chairperson, Board of Trustees

Michael T. Bavery

ATTEST:

President, Carl Sandburg College