

# HIGHLAND COMMUNITY COLLEGE

District #519

## AGENDA

Board of Trustees Meeting

August 27, 2024 – 4:00 p.m.

Robert J. Rimington Board Room (H-228)

Highland Community College Student/Conference Center

Freeport, Illinois

Public access to the meeting is provided online via

<https://highland.zoom.us/j/88320472535?pwd=SmdzVjE3cDRVenFlaFBYRm5sV2VIQT09>

or by phone at 312-626-6799 using meeting ID 883 2047 2535 and Passcode 643643

- I. Call to Order/Roll Call
- II. Moment of Silence in Memory of Former Trustee Carl Fairbairn
- III. Approval of Trustee(s) Attending Meeting Via Electronic Means
- IV. Approval of Agenda
- V. Approval of Minutes:     July 10, 2024 Special Meeting  
                                      July 16, 2024 Budget Work Session  
                                      July 16, 2024 Regular Meeting
- VI. Public Comments
- VII. Introductions
- VIII. Consent Items
  - A. Academic (None)
  - B. Administration
    - 1. Appointment: Assistant Local Election Official (Page 1)
    - 2. Appointment: Voting Delegate to the Association of Community College Trustees 2024 Leadership Congress (Page 2)
  - C. Personnel
    - 1. Part-time Instructors, Overload, and Other Assignments (Page 3)
  - D. Financial (None)
- IX. Main Motions
  - A. Academic (None)
  - B. Administration
    - 1. Plan to Maintain Accessible Features on Public Highland Community College Websites and Social Media Accounts (Page 5)
  - C. Personnel
    - 1. President's Contract (Page 12)
    - 2. Appointment: Student Advisor (Grant Funded) (Page 25)

D. Financial

1. Acceptance of Proposal: Building “M” (Marvin-Burt Liberal Arts Center) Project Succeed Renovation Project (Page 26)
2. Use of Agency Fund for Sports Center Repairs and Replacements (Page 28)
3. Use of Agency Fund Interest (Page 29)
4. Interfund Transfer from the Educational Fund to the Auxiliary Enterprises Fund to Support Expenses in Excess of Revenues in the Auxiliary Enterprises Fund (Page 30)
5. Interfund Transfer from the Educational Fund to the Restricted Purposes Fund to Support Summerset (Page 31)
6. Interfund Transfer from the Educational Fund to the Restricted Purposes Fund to Support the Adult Education Program (Page 32)
7. Interfund Transfer from Operations and Maintenance Fund to Operations and Maintenance, Restricted Fund to Support Campus Deferred Maintenance, Repairs, or Improvements (Page 33)
8. Resolution Authorizing Transfer of Interest from Working Cash Fund to Educational Fund for General Purposes (Page 34)
9. Acceptance of Proposal: Building “H” (Student/Conference Center) East Entrance Repainting Project (Page 37)
10. Resolution Identifying Work Contracts to an Installment Purchase Agreement Heretofore Entered Into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois – 2014 Bond (Page 40)
11. Resolution Identifying Work Contracts to an Installment Purchase Agreement Heretofore Entered Into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois – 2020 Bond (Page 45)
12. Resolution Identifying Work Contracts to an Installment Purchase Agreement Heretofore Entered Into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois – 2023 Bond (Page 49)
13. Payment of Bills and Agency Fund Report – July 2024 (Page 54)

X. Reports

- A. Treasurer’s Report
  1. Statements of Revenue, Expenditures, and Changes in Fund Balance (Page 56)
  2. Budget Update
- B. Foundation
- C. Student Trustee
- D. Audit & Finance Committee
- E. Illinois Community College Trustees Association (ICCTA) Representative
- F. Association of Community College Trustees (ACCT)
- G. Board Chair
- H. President

**XI. CLOSED SESSION**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body
- B. Collective Negotiating Matters

**XII. ACTION, IF NECESSARY**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body
- B. Collective Negotiating Matters

XIII. Old Business

XIV. New Business

XV. Dates of Importance

- A. Next Quarterly Board Retreat – September 12, 2024 at 11:00 a.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center
- B. Budget Work Session – September 24, 2024 at 3:00 p.m. in the Robert J. Rimington Board Room (H-228)
- C. Next Regular Board Meeting – September 24, 2024 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228)

XVI. Adjournment

**AGENDA ITEM #VIII-B-1  
AUGUST 27, 2024  
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT  
ASSISTANT LOCAL ELECTION OFFICIAL**

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Highland Community College Board of Trustees approves the following Resolution:

Be it resolved that the Board of Trustees of Highland Community College District #519 appoints Ms. Paige Klever as Assistant Local Election Official. The Assistant will act as the Local Election Official for Highland Community College for the nonpartisan election if Ms. Terri Grimes, Local Election Official, is not available during the filing period. The filing period will be November 12 – 18, 2024, from 8:00 a.m. to 5:00 p.m.

**BACKGROUND:** The above Resolution is proposed under the recommendation of the State Board of Elections.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #VIII-B-2  
AUGUST 27, 2024  
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT  
VOTING DELEGATE TO THE  
ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES  
2024 LEADERSHIP CONGRESS**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the appointment of Trustee Pennie Groezinger to serve as the voting delegate for the Association of Community College Trustees (ACCT) 2024 Leadership Congress in Seattle, Washington, October 23 – 26, 2024. It is further recommended that Trustee Jim Endress serve as the alternate delegate, if Ms. Groezinger is unable to fulfill her responsibilities at the meeting.

**BACKGROUND:** ACCT requires that the Board appoint a voting delegate for the annual Leadership Congress each year.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #VIII-C-1  
AUGUST 27, 2024  
HIGHLAND COMMUNITY COLLEGE BOARD**

**PART-TIME INSTRUCTORS, OVERLOAD, AND OTHER ASSIGNMENTS**

**RECOMMENDATION OF THE PRESIDENT:** That the attached list of part-time instructors, overload and other assignments be approved.

**BACKGROUND:** The individuals listed have been certified by the hiring supervisor as having the required training and experience to perform duties or teach courses offered by Highland Community College. Each course is contingent upon appropriate enrollment.

BOARD ACTION: \_\_\_\_\_



**AGENDA ITEM #IX-B-1  
AUGUST 27, 2024  
HIGHLAND COMMUNITY COLLEGE BOARD**

**PLAN TO MAINTAIN ACCESSIBLE FEATURES ON PUBLIC  
HIGHLAND COMMUNITY COLLEGE WEBSITES AND  
SOCIAL MEDIA ACCOUNTS**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the plan to maintain public website and social media accessibility.

**BACKGROUND:** The development of a Plan to Maintain Accessible Features on Public Highland Community College Websites and Social Media Accounts was a required component of the resolution agreement with the Office of Civil Rights signed in April 2022. The plan was approved by the Office of Civil Rights and supports the development of an accessibility culture at Highland, serving as a guide for all faculty and staff in their effort to conform to Web Content Accessibility Guidelines (WCAG) version 2.1, level AA, and Highland policy 5.25.

BOARD ACTION: \_\_\_\_\_





## HIGHLAND COMMUNITY COLLEGE

### **Plan to Maintain Accessible Features on Public Highland Community College Websites and Social Media Accounts**

#### **Overview**

Policy 5.25, Web Page Accessibility, was established to promote an accessible Highland Community College and to comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), and Title II of the Americans with Disabilities Act (Title II), and the Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

This Procedure identifies steps a public website, webpage, or social media account owner may be required to take in order to comply with the Web Page Accessibility Policy. Accessibility extends to PDF and other published documents, as well as site hosted third party vendors.

#### **Identifying a site owner and assigning responsibility**

A commitment to digital accessibility is a college-wide priority, and all Highland Community College personnel engaged in communicating with the public are expected to seek continuous improvement in meeting the accessibility standards of Policy 5.25.

A website or social media account owner is the designated role or individual responsible for a public College-related website or social media account.

All websites and social media accounts related to Highland Community College should be approved by the Marketing and Community Relations Department and a dean/supervisor and/or appropriate vice president. Site ownership is best assigned to a role, instead of to individual people. While Site Owners and their supervisors may not have the knowledge and skills to directly address the accessibility of the website or social media account they own, they are responsible for the accessibility of these by holding accountable content creators, developers, third party vendors, and others whose assistance is needed to ensure the accessibility of the site.

The Marketing and Community Relations Department maintains a listing of site owners and all changes in ownership should be reported to the department.

The Site Owner's role in publishing accessible public information is critical in the College's commitment to accessibility and compliance with federal and state laws. Site Owners who do not adhere to the policy and accessibility standards may not maintain their permission to publish online and/or may result in the closing of the account and/or site.

### **Managing content on a college website**

To meet the requirements of Policy 5.25 *Web Page Accessibility Policy*, public-facing College Websites should be in compliance with WCAG, version 2.1, level AA. In addition to following the web accessibility policy and procedures, social media account owners must follow the Highland Community College Information Technology Services Acceptable Use Guidelines, including the section on Official Highland Community College Social Media Accounts.

### **Determining appropriate and accessible content to be published**

Owners of digital content should utilize the content publishing workflow and guides to determine if content is appropriate to publish on the public website, student/faculty/staff portals, or social media. Scanned documents are typically not permitted and must be reviewed by the marketing and community relations staff. Consultation with the marketing and community relations department should be as early as possible and a minimum of two weeks is necessary for assistance with content publishing.

### **PDF Accessibility**

PDFs should be used for content that cannot be achieved by an accessible online form or webpage content and is appropriate for the public website. Content owners should design a PDF that is accessible following the guidelines provided by marketing and community relations. PDFs must be checked by the owner using the accessibility checker in Word and/or Adobe prior to requesting that it be published.

### **Branding**

Unless an exception is approved in advance by Marketing and Community Relations Department, website content should adhere to all college design and content standards and include the following elements:

- A highland.edu URL
- Maintained in the college content management system (WordPress) or another college-approved tool
- A Highland Community College wordmark that follows established logo usage guidelines
- The sitewide highland.edu navigation menu
- The sitewide highland.edu footer
- Fonts selected from an approved Highland Community College website typography set
- Colors selected from an approved Highland Community College web palette

### **Evaluating a website or account for accessibility**

Highland's Marketing and Community Relations Department will utilize an accessibility checker tool and complete routine, monthly review, testing, and remediation that includes the testing of any pages, sites or accounts associated with Highland Community College regardless of the ownership. Owners may be asked to work with the Department to ensure remediation and compliant levels of accessibility are established and maintained. The Marketing and Community Relations Department will follow a prioritization process in testing and improving highland.edu,



connected vendor pages, and social media accounts connected to the College. The Marketing and Community Relations Department will conduct a quarterly review of the remediation and report on progress and status to the Website Accessibility Steering Committee.

Site/account owners should also develop a process for routine testing and ensuring accessibility of information they publish for the public online. Owners are responsible for testing pages and accounts for which they are responsible and responding to requests for remediation from the Marketing and Community Relations Department. The Marketing and Community Relations process is intended to provide additional support.

## **Reporting and Responding to Barriers**

### **Accessibility Statement Page**

Highland Community College has published an Accessibility Notice at <https://highland.edu/about-us/accessibility/>. This page can be linked from any College website to communicate the commitment to accessibility. The Accessibility Statement Page provides an email link for reporting barriers and commenting on accessibility that can be linked from any College website.

### **Barrier Response Process**

Upon receiving a report of an accessibility issue, the Marketing and Community Relations Department intends to acknowledge receipt of the issue via email within two business days to the individual raising the issue, with a copy to the site owner. In addition, the Department will notify the Coordinator of Disability Services. If the Department determines that the information or service provided cannot be made accessible, or that doing so would constitute an undue burden, the Coordinator of Disability Services will engage with the user to determine alternative methods for providing the information or service. In the event that an alternative format or service cannot be provided or the user is not satisfied with the results, the Web Accessibility Steering Committee may be called upon for assistance.

The process and time frame for responding to accessibility barriers is as follows:

- Reported barriers to email address, [accessibility@highland.edu](mailto:accessibility@highland.edu), forwards accessibility concerns or requests for access automatically and immediately to our disability services coordinator, chief student services officer, marketing director, and multimedia content specialist.
- The College intends to respond to the notices within two working days of receipt.
- The group will determine the appropriate party to respond depending upon the nature of the request.
- Requests for access to district programs, services, or activities will be followed up by the disability services coordinator.

- Issues with website or social media will be mitigated by the director of marketing and multimedia content specialist working with the site owner and website vendors, if needed.
- If the person submitting the request or barrier can be identified, the responding party will contact the person to discuss and understand the barrier and, after remediation, to ensure the barrier has been removed.
- The barrier and resolution will be entered into a spreadsheet saved as a shared document by members of the responding group.
- Barriers will be reviewed by the group quarterly, or more frequently as needed, to ensure transfer of information and remediation strategies.

If a Site Owner receives a complaint directly, they should immediately report it via an email to [accessibility@highland.edu](mailto:accessibility@highland.edu). Site Owners shall treat all accessibility issues with a sense of urgency, with the intent of reporting them within one business day. Owners should address any time-sensitive need of the user promptly, unless technology or work involved requires more effort. If Site Owners are unable to address the accessibility need of a user promptly, they must contact the Marketing and Community Relations Department and the Disability Services Coordinator. In all cases, accessibility issues must be reported centrally to [accessibility@highland.edu](mailto:accessibility@highland.edu).

### **Automatic scanning**

Highland utilizes an automated accessibility checker to help maintain accessibility of the College's WordPress platform site. Scanning tools are recommended as a quick way to determine a level of accessibility; however, these tools should not be the only means of assessment. Issues identified by the checker may be delegated to site owners as appropriate.

### **Manual checklist**

Highland has compiled a manual checklist for content creators and site owners to use to review for accessibility issues.

### **User testing**

Highland's Marketing and Community Relations Department will facilitate or conduct user testing on an annual basis with selected pages published under the [www.highland.edu](http://www.highland.edu) website domain or related social media accounts. User testing should include assistive technology and manual testing.

### **Expert review**

The Marketing and Community Relations Department can assist with identifying vendors specializing in web accessibility review. Once tested, Site/Account Owners must remediate



issues identified in the review or work with the Marketing and Community Relations Department to determine an acceptable alternative.

### **Requesting an Exception**

In order to request an exception to Policy 5.25 *Web Page Accessibility Policy*, the Owner should contact the Marketing and Community Relations Department with the request. The Department will notify the Website Accessibility Steering Committee and seek their assistance and consultation as needed. The request should include audience information and why compliance is not technically feasible or would create an undue hardship. An accommodation plan may be required.

### **The Vendor Selection Process**

It is important to consider accessibility from the beginning of the acquisition process including free, purchased, or contractual software and web-based services provided by third party vendors. When the College replaces a vendor or moves from an in-house to vendor-hosted technology, the following considerations should be included in the bid, proposal, or procurement process:

1. Accessibility policy standards should be included in the requests for proposals (RFPs) and other procurement processes, and vendors should be made aware of the Website Accessibility Policy.
2. Documentation of the vendor's standard, practices, and compliance should be collected as part of process.
3. Site owners should verify the vendor's claims of accessibility by conducting their own analysis.
4. The College may require vendors to commit to remediating barriers so the product conforms to the College's accessibility standard.

When securing a web application, the vendor with the product that most closely conforms to the College's policy should be selected. If two or more vendors equally conform, other factors may be used to determine the winning bid. The Site/Account Owner should perform its own independent accessibility testing to confirm the vendor's accessibility assessment.

When receiving an exception for the purchase of a product that does not fully comply with WCAG 2.0 Level AA, the Site Owner may be required to document an accommodation plan to meet the needs of users with disabilities and/or a plan to achieve full compliance. It is the Site Owner's responsibility to contact vendors and inquire about adherence to their accessibility plan. When the product is accessible, notify the Marketing and Community Relations Director and the Website Accessibility Steering Committee.

### **Training and Support**

To assist staff, faculty, and students in meeting the responsibilities described in this document, Highland will make training and support available.

The training and support will include specific information for staff, faculty, and students who are responsible for creating, selecting, or maintaining web pages and web-based content in any program, service, or activity. The training and support will also include instructions on how to make websites accessible, how to both manually check and use automated tools to ensure the accessibility of content therein, and how to get assistance.

Consulting may be made available for implementing and remediating websites and for evaluating the accessibility of existing sites and those under development. Specific remediation issues may receive assistance from the Multimedia Content Specialist or third-party accessibility vendors contracted by the Marketing and Community Relations Department or the Website Accessibility Steering Committee. The Director of Marketing and Community Relations should be contacted for assistance.

### **Financial Responsibility**

Consideration of the costs related to creating accessible web-based information and services early in the development or procurement process will help Site Owners plan their budgets appropriately. For help thinking through the financial impact of maintaining a site, account, or third-party service, contact the Director of Marketing and Community Relations.

The College Marketing and Community Relations Department will request an annual budget to ensure an appropriate platform, training, accessibility testing, and remediation continue on a routine basis.

**AGENDA ITEM #IX-C-1  
AUGUST 27, 2024  
HIGHLAND COMMUNITY COLLEGE BOARD**

**PRESIDENT'S CONTRACT**

**RECOMMENDATION OF THE BOARD:** That the Board of Trustees approves the attached Resolution authorizing the approval of the Contract of Employment for the President.

**BACKGROUND:** This Resolution approves the terms and conditions of the contract with Ms. Christina Kuberski effective July 1, 2024.

**BOARD ACTION:** \_\_\_\_\_

**RESOLUTION FOR APPROVING CONTRACT OF EMPLOYMENT**

WHEREAS, after Christina Kuberski has diligently served as the College's President since July 2020 and prior to that as Executive Vice President since 2015, doing so with distinction and honor; and

WHEREAS, Christina Kuberski was an invaluable member of the College's team tasked with addressing continuing accreditation with the Higher Learning Commission (HLC), which her leadership role successfully assisted in preserving Highland Community College's accreditation status; and demonstrated extraordinary quality of leadership by successfully guiding Highland Community College through an unprecedented pandemic; and

WHEREAS, the Board has received significant positive feedback regarding Christina Kuberski from many members of the Board, the College Community and other individuals throughout the College District; and

WHEREAS, the Board and President now wish to recognize and secure the continued employment of Christina Kuberski to serve as President for the period from July 1, 2024, through June 30, 2028, on such terms and conditions as provided within the proposed Employment Agreement, attached herein as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THIS BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE, as follows:

Section 1: The recitals to this Resolution are found and determined to be true and correct and are incorporated by reference herein.

Section 2: The Board hereby approves the Employment Agreement with Christina Kuberski, to serve as President of the College, in the form attached as Exhibit A. The Board Chair and Secretary are hereby authorized and directed to execute the Contract of Employment and to enter into such contract fully on the Board's behalf.

Section 3: This Resolution shall be in full force and effect upon its adoption and for a contractual term date effective July 1, 2024. All prior resolutions of the Board of Trustees that are inconsistent with the terms and conditions of this Resolution are hereby repealed and superseded to the extent of any such inconsistency.



ADOPTED this 27<sup>th</sup> day of August 2024, by the following roll call vote upon the motion  
by

\_\_\_\_\_, seconded by \_\_\_\_\_.

YES: \_\_\_\_\_

\_\_\_\_\_

NO: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees

**EMPLOYMENT AGREEMENT TO SERVE AS PRESIDENT ENTERED  
INTO BETWEEN**

**CHRISTINA KUBERSKI**

**and**

**THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE**

**FOR THE TERM  
JULY 1, 2024 THROUGH JUNE 30, 2028**

**EMPLOYMENT AGREEMENT TO SERVE AS PRESIDENT ENTERED  
INTO BETWEEN**

**CHRISTINA KUBERSKI**

**and**

**THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE**

**FOR THE TERM  
JULY 1, 2024 THROUGH JUNE 30, 2028**

This Agreement (“Agreement”) made and entered into this \_\_\_\_ day of August, 2024, by and between the Board of Trustees of Highland Community College, (hereinafter “Board”), and Christina Kuberski, (hereinafter “Kuberski” or “President”):

WHEREAS, Christina Kuberski has served with outstanding performance as the College President since July 1, 2020; and

WHEREAS, the Board and President previously entered into an Employment Agreement formalizing service by Christina Kuberski as President of the College for the period from July 1, 2023, through June 30, 2027, on terms and conditions as provided therein; and

WHEREAS, the Board desires to terminate the prior Employment Agreement and enter into this new Employment Agreement, extending the contractual period of service and providing for modification in salary; and

WHEREAS, President is willing to extend her tenure as President of the College by an additional year and enter into this new Employment Agreement cancelling the prior such Agreement.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree as follows:

1. EMPLOYMENT AND TERM

Board hereby employs Christina Kuberski as President of the College for a term commencing July 1, 2024, and continuing until June 30, 2028. The President shall serve as President pursuant to the provisions of this Agreement for that term.

2. POWERS AND DUTIES

Throughout the term hereof, the President shall be the Chief Executive of the College, responsible for all administration and for effecting the directions and policies of the Board. As Chief Executive of the College, the President shall act for and on behalf of the Board and under its direction in the performance of her duties of overall administration of the College.

The President's duties and powers shall include those provided by law, as well as those set forth in the College's written policy now in force and as may be adopted by the Board from time to time. Throughout the term or any extension or renewal hereof, the President shall have such other and further powers, responsibilities and duties as the Board may from time to time direct in consultation and agreement with the President.

3. REAPPOINTMENT

Not later than April 15, 2028, the Board and President shall confer to determine whether the term of this Agreement shall be extended, and any conditions on such extension.

4. EXTENT OF SERVICES

The President shall devote her full time, attention and energies to the business of the College, and during the term of this Agreement, the President shall not be engaged in any other business activity or accept any commitment outside her role as President which interferes with her duties and responsibilities or adversely affects her proficiency as Chief Executive of the College.

5. TERMINATION OF EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, the President's employment may be terminated during the term hereof for one or more of the

following reasons:

A. Resignation. Honorable resignation, or termination of employment by mutual written agreement of the parties. The acceptance of the President's written resignation by the Board pursuant to a duly adopted Resolution shall be deemed to constitute Honorable Termination of Employment hereunder.

B. Disability. Total disability for a period of ninety (90) consecutive days, after exhaustion of available paid sick leave and vacation benefits.

The term "total disability" means sickness or illness, regardless of cause, physical or mental, which results in the President being substantially unable to effectively perform her duties as President and her duties pursuant to this Agreement. President shall submit to physical or mental examination or both at the request of the Board, provided that such examinations shall be performed by persons licensed as medical doctors.

C. Death of the President. The Board-President relationship shall terminate upon the death of the President.

D. Discharge for Cause. The President may be discharged for cause. A discharge for cause shall be deemed a dismissal of the President for conduct which is seriously prejudicial to the College, and may include, without limitation, incompetency, violation of law, material breach of this Agreement, cruelty, negligence, dishonesty, fraud, unprofessional behavior, failure to effect Board direction, immorality, or for any sufficient reason or cause which may exist under the laws of the State of Illinois. Upon a majority vote of the Board to consider dismissal for cause, the President shall be given written notice of the Board's intention. The President shall be entitled to appear before the Board to discuss her dismissal before formal action on dismissal is taken. Such meeting may be in open session or closed session, at the option of the Board. The action of the Board is final. Upon discharge for cause, the term of this Agreement shall end, and all right to compensation and benefits hereunder shall immediately cease.

E. Discharge on Notice. At any time during the term hereof, the Board may discharge the President on thirty days prior written notice. Under such circumstances, the College shall pay the President all compensation due to the College President as annual

salary pursuant to Paragraph 6 B below, in accordance with regular salary payment schedules for a period of twenty weeks following the date of the notice. Provided, however, if the President obtains other employment during the remaining term, the Board's obligation to pay compensation shall be reduced by the President's compensation from that employment.

F. Breach by President. If President, during the term of this Agreement, resigns without approval from the Board, or in any manner breaches her obligation to provide the contractual services outlined herein by departure from employment at her election, the Parties agree that the Board will be irreparably harmed. Accordingly, in such circumstance the President agrees to remit payment of \$30,000 to the College, representing the Parties' present estimate of the costs associated with a new search process to recruit and hire a replacement for President. The Parties further agree and herein stipulate that the amount of actual damages that will be incurred is difficult and uncertain to estimate. Therefore the amount set forth herein is the Parties' best estimate as to the actual costs and agreed to be reasonable. Payment of the amount is due within 30 days of demand by the Board President.

## 6. PRESIDENT'S COMPENSATION

A. Definition of Compensation. For purposes of this Agreement, the President's compensation shall consist of the salary provided in subparagraph 6 B below.

B. Annual Salary. Board shall pay President, for the 2024-2025 year an annual salary of one hundred ninety five thousand six hundred twenty one dollars (\$195,621.) Each succeeding year's annual salary shall be increased by 2.0% over the prior year. The annual salary shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the annual salary of the President at any time during the term of this Agreement or any extension or renewal hereof, but the salary shall not be decreased at any time.

## 7. PRESIDENT'S BENEFITS IN ADDITION TO COMPENSATION

A. SURS Contributions. For the term of this Agreement, the College shall pay an 8% contribution directly to the State University Retirement System contribution

on behalf of the President. It is the intention of the parties to qualify all such payments as employer payments pursuant to Section 414(h) of the Internal Revenue Code. The President shall have no right or claim to the funds remitted except as they may subsequently become available before retirement or resignation from the Illinois State Universities Retirement System.

B. Holidays. The President shall be entitled to be absent from the performance of her duties during all holidays declared by the Board or scheduled by the State of Illinois applicable to Community Colleges throughout the State.

C. Vacation Benefits. The President shall earn paid vacation at the rate of 2.58 days per month with an accumulation limit of 56 days. Upon termination of the President's services, the College shall not reimburse for more than 56 unused vacation days.

The President shall consult with the Board Chair in the event she plans to utilize more than three consecutive days of vacation benefit.

D. Dues, Fees. Board shall pay President's membership dues and charges to appropriate educational associations and organizations, as well as her membership dues and fees for and in respect to her membership in such other local, community, State or National clubs or organizations which the Board Chair and President mutually deem necessary or advisable that President join in order to enhance or improve her community relationship or her professional skills and relationships.

E. Conferences, Conventions, etc. The President may attend educational conferences, conventions, courses, seminars and other similar professional growth activities. Appropriate expenses shall be reimbursed in accordance with Board policy. Attendance at such conferences shall not be construed as vacation time. The President may participate in other professional activities relating to higher education on such terms and conditions as may be approved from time to time by the Board.

F. Automobile and Other Travel Related Expenses of the President. President shall receive \$1,833.34 monthly as reimbursement for and in respect to her use of her personal automobile while on College Business within the District's territory. Such amount shall be paid in accordance with the payroll schedule of the College.

President shall, where necessary, cooperate with the Board in the documentation of the same. The College shall also reimburse the President for actual mileage for required travel outside of the geographic territory of the District.

G. Annuity. The Board will contribute, on behalf of the President, into a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code in a company of the College President's choice, the annual amount of two thousand dollars (\$2,000). The College President's tax-sheltered annuity shall be paid in equal installments in accordance with the policies of the College governing payment of tax annuities to other administrators employed by the College and shall be subject to withholding as required by law.

H. Insurance, Sick Leave, Privileges, etc.

1. Sick Leave. President will earn sick leave at the rate of 1 day per month and have available any remaining accrued the sick leave days to which she was entitled as an employee of the College as of June 30, 2020.

2. Life Insurance. Subject to applicable insurability requirements, College shall provide term life insurance on the life of the President equal to 1.5 times the annual salary of the President. For purposes of this paragraph only, annual salary includes the annual salary provided in paragraph 6b, plus SURS contribution on the Annual Salary, plus the reimbursement allowance provided in Paragraph 7F annualized not to exceed the maximum allowable benefit of \$250,000. It does not include any 403(b) contribution. The President may name one or more beneficiaries of her choice for any portion of the employee basic benefit. The purchase of any further optional life insurance coverage by the President will be the responsibility of the President and consistent with College policy.

3. Personal Leave. The President shall be entitled to 5 personal days with pay annually. Unused personal days shall not accumulate from year-to-year.



4. Other Privileges. The Board shall reimburse the College President up to One Thousand Dollars (\$1,000) annually for her use of her home for entertainment in relation to the College, based on submission of receipts.

The President shall be reimbursed for normal and customary expenses incurred for the President's spouse's attendance at two College related annual conferences. The foregoing notwithstanding, the President will not be reimbursed for expenses which are incurred for leisure activities or matters unrelated to the conferences.

The President shall be allowed such other privileges, leaves, health leave, and insurance and fringe benefits not specifically enumerated and not in conflict with or inconsistent with this contract as are commonly extended to all other administrative personnel.

8. CELL PHONE

To provide the College with the ability to reach the President, the College shall provide the President with a cell phone and service plan. Occasional personal use of the cell phone will not be deemed a violation of this Agreement. The President shall select the phone and plan. Use of the College provided phone shall be subject to any applicable policies of the College and President shall have no expectation of privacy in the use of such device.

9. EVALUATION OF PRESIDENT

At least once each College fiscal year, (on or before April 15<sup>th</sup> of that year) Board and President shall meet for the purpose of review of the past year's administration of the College and the role of the President in the future course and goals of the College. The evaluation shall rate the performance of the President, and may include directions, goals and expectations for future performance.

10. NOTICES

Any notice required or permitted under the terms of this Agreement shall be

written and may be served personally, by prepaid certified or registered mail, or by national courier service. If served by mail or courier service, it shall be addressed to her residence in the case of the President, or to the Chair of the Board of the College, at his or her residence, in the case of the Board. Any notice shall be deemed to have been delivered within ninety-six hours after having been deposited in a United States Post Office located within the College District, or on the date of delivery if by a courier service or personal service.

11. MISCELLANEOUS

A. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such heading or numbers and the text of this Agreement, the text shall control.

B. For purposes of payment to the President of any unused vacation at the time of termination of employment under this Agreement for any reason, the President's "compensation" shall be deemed to be only the taxable compensation the President receives from time to time pursuant to Paragraph 6 B hereof.

C. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

D. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chair and Secretary, on the day and year first written above.

\_\_\_\_\_  
Christina Kuberski, President

THE BOARD OF TRUSTEES OF HIGHLAND  
COMMUNITY COLLEGE

By \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary-Board of Trustees