

**AGENDA ITEM #X-A-2
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE BOARD**

**ARTICULATION AGREEMENT BETWEEN
COLUMBIA COLLEGE AND HIGHLAND COMMUNITY COLLEGE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached articulation agreement between Highland Community College and Columbia College.

BACKGROUND: The original agreement with Columbia College was first approved in December 1997 and was updated in August 2015. While there are no major changes to articulation, the attached agreement outlines changes to Columbia College's Gen Eds.

BOARD ACTION: _____

COLUMBIA COLLEGE AND HIGHLAND COMMUNITY COLLEGE ARTICULATION AGREEMENT

This Articulation Agreement (the "Agreement") is entered into by and between Columbia College, with its principal place of business located at 1001 Rogers Street, Columbia, Missouri 65216 ("Columbia College") and Highland Community College, 2998 W. Pearl City Road, Freeport, Illinois 61032 ("Highland Community College") (Columbia College and Highland Community College to as the "Parties") as of the date set forth below and reflects the terms, conditions and understanding of the Parties related to the subject matter set forth herein. This Agreement supersedes all previous articulation agreements between the Parties.

I. COLUMBIA COLLEGE

Columbia College is a private, non-profit, coeducational institution of higher education that offers associate, bachelor's, and master's degrees and certificates. Columbia College is regionally accredited by the Higher Learning Commission. Columbia College students may enroll in day, evening, or online education classes at the main campus in Columbia, Missouri, or at one of the many Columbia College Global Division locations.

II. HIGHLAND COMMUNITY COLLEGE

Highland Community College is a two-year community college established in 1962 in Freeport, Illinois serving Community College District 519. The college is home to about 6,000 students and 190 faculty members, of which only 49 are full-time. Highland is technologically advanced, and it is one of the pioneers in Distance Learning Programming. Highland Community College is committed to shaping the future of their communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois. The institution is regionally accredited by the Higher Learning Commission and maintains specialized accreditation in the areas of automotive repair, nursing, medical assistance and emergency medical response.

III. PURPOSE OF AGREEMENT

Columbia College and Highland Community College desire to enter into this Agreement for the purpose of establishing the guidelines to facilitate the transfer of academic credit earned by students at Highland Community College for application towards a baccalaureate degree at Columbia College.

IV. TRANSFER OF CREDIT

A. Credit Hours

At least 39 course credit hours must be taken in upper level courses to earn a bachelor's degree from Columbia College. The remaining course credit hours required for a bachelor's may be completed at Columbia College, Highland Community College, or with other transfer credit hours approved by Columbia College. Highland Community College students must also complete a minimum of 30 course credit hours in Columbia College courses to satisfy the Columbia College residency requirement.

B. General Education

As of the date of this Agreement, and subject to any curriculum changes by either party, Columbia College will accept the Highland Community College Associate of Arts, Associate of Science, or Associate of Engineering Science degrees as satisfying all of the Columbia College general education requirements.

As of the date of this Agreement, and subject to any curriculum changes by either party, Columbia College will accept the Highland Community College Associate of General Studies, Associate of Applied Science, or any other associate degree not specifically mentioned in this Agreement as satisfying all of the Columbia College general education requirements if the student completes the following coursework:

- ENGL 122 Composition II with a grade of "C" or better
- At least 30 additional semester hours that meet the Columbia College requirement in the Humanities, Social/Behavioral Science and Math/Science areas with at least one course in each area.

C. Individual Courses

Credits earned at Highland Community College and/or other accredited institutions of higher education will be evaluated individually by the Columbia College Office of the Registrar. Columbia College will periodically provide a Course Equivalency Guide to Highland Community College academic advisors and administrators for reference. If approved and accepted by Columbia College, credits earned at Highland Community College in courses above developmental level, for which the student earned a grade of "C" or better, will be accepted for transfer credit to Columbia College, and will be granted the Columbia College equivalency listed on the Course Equivalency Guide.

D. Concurrent Enrollment

As of the date of this Agreement, and subject to any curriculum changes by either party, i) students who complete an approved associate degree with Highland Community College at any time during their pursuit of a bachelor's degree with Columbia College, are eligible for the general education waiver, ii) students who complete any other associate degree with Highland Community College, during their pursuit of a bachelor's degree with Columbia College, may complete additional course work to fulfill the general education requirements, outlined in Section B, once all the general education waiver requirements are met and the associate degree is awarded, the student will be eligible for the general education waiver. Course work may be completed with Columbia College, Highland Community College, or any other accredited institution from whom transfer credit is accepted by the Columbia College Office of the Registrar.

V. COLUMBIA COLLEGE ADMISSION

Students who complete an associate degree from Highland Community College will be considered as having met Columbia College's academic admissions requirements.

VI. DURATION OF AGREEMENT

The Agreement will remain in effect until either Party sends a letter of intent to terminate the

Agreement to the non-terminating Party at least thirty (30) days prior to the termination date. The Parties agree that any student applications submitted and in progress at the termination date will be completed under this Agreement.

VII. REVISION OF AGREEMENT

- A. Items not specifically mentioned within this Agreement will be governed by the then-current Columbia College Catalog.
- B. Amendments and/or revisions to this Agreement may be made in writing at any time by mutual consent of the Parties and set forth in the form of an addendum to this Agreement. Both Parties shall work cooperatively to review and to update regularly specific items or operational procedures included in this Agreement.
- C. Revisions to this Agreement based solely upon updates to curriculum or degree requirements, which do not fundamentally alter the nature of this Agreement, may be made by agreement of the parties. A history of such revisions will be amended to this Agreement for records purposes.

VIII. PUBLICITY

Other than as specifically permitted in this Agreement, neither Party shall use the name, trade name, trademark or any other designation of the other, or any contraction, abbreviation, adaptation or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the other Party's prior written consent in each case.

This Agreement may be publicized by either Party as a cooperative degree completion program for students of Highland Community College. Through joint informational meetings and individual counseling by both institutions, both Parties to this Agreement will be responsible for publicizing the terms of this Agreement to their students. Non-degree-seeking students will be subject to the policies and procedures of both institutions. All questions regarding policies and procedures of either institution will be answered by the designated representative of that institution and by reference to the current published Catalog or Bulletin of that institution.

IX. RIGHTS & RESPONSIBILITIES

- A. Both Parties are accredited institutions of higher education and hold the applicable accreditations for the degree programs covered by this Agreement. The Parties agree to notify the other in writing if any material change to their accreditation status.
- B. The Parties acknowledge that Columbia College has the unilateral right, in its sole discretion, to amend its policies and procedures or to adopt new policies and procedures, and that all students will be subject to such amended or new policies and procedures.
- C. Separate academic records will be maintained at each Party. The Parties acknowledge that all student records arising pursuant to this Agreement are confidential that confidentiality shall be maintained by the Parties. Each party further acknowledges that all information received, including but not limited to, student progress in a program, financial aid awards, academic records, and participation in party-sponsored programs, if any, is protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA"), and each party agrees that disclosure of such information will be made only in compliance with FERPA.
- D. The Parties will comply with all applicable federal, state, and local laws, rules, and regulations.
- E. Each Party to this Agreement agrees to be solely responsible for any and all actions, suits,

damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, omission, or other conduct of any of its officers, agents, or employees.

X. GENERAL TERMS

- A. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri, without regard to any conflict of laws provision.
- B. If any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

This Agreement is entered into and effective this ____ day of _____, 20 ____.

COLUMBIA COLLEGE

HIGHLAND COMMUNITY COLLEGE

By: Dr. Piyusha Singh
Provost, VP Academic Affairs

By: Chris Kuberski
President

**AGENDA ITEM #X-A-3
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE BOARD**

**ARTICULATION AGREEMENT AND COMMUNITY COLLEGE EDUCATION
SERVICE AGREEMENT BETWEEN HIGHLAND COMMUNITY COLLEGE AND
THE UNIVERSITY OF PHOENIX**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board of Trustees approves the attached Articulation Agreement and Community College Education Service Agreement for the concurrent enrollment academic articulation from the Associate of Applied Science degrees in Nursing at Highland Community College to the Bachelor of Science in Nursing degree at University of Phoenix.

BACKGROUND: This articulation agreement is an additional opportunity for nursing students at Highland to complete a BSN. With a goal of 80% of nursing grads to be enrolled in a BSN program within one year of graduation, the nursing faculty and staff feel that having more opportunities and choices for students promotes a better experience. Working with the University of Phoenix team, Dr. Jennifer Grobe was able to complete an articulation agreement that provides a concurrent enrollment path, a moderate cost, and a streamlined approach to the Associate Degree in Nursing path to the Bachelor of Science in Nursing within 55 weeks of graduation. The online learning environment offers a great experience for rural nurses to grow their profession while staying in Highland's district to work.

BOARD ACTION: _____

ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") by and between the University of Phoenix, Inc. (hereinafter referred to as "UNIVERSITY"), located at: 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040 and Highland Community College and affiliates (hereinafter referred to as "INSTITUTION") having a business at: 2998 W Pearl City Road, Freeport, Illinois 61032 is entered into as of the date of execution by both parties as set forth below ("Effective Date").

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

WHEREAS, this Agreement is intended to assist associate degree students in completing their Associate's Degree from INSTITUTION and to continue their education in a bachelor degree program at the UNIVERSITY; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

NOW, THEREFORE, the parties agree as follows:

1. Articulation Process, Features and Benefits

- 1.1 The UNIVERSITY will articulate college-level, degree applicable associate degree courses from INSTITUTION. For the purposes of this agreement college-level, degree applicable associate degree courses are indicative of transferrable, freshman level and above courses, and not indicative of remedial, developmental, professional or other non-transferrable course types.
- 1.2 Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and at least a grade of C or higher to transfer towards Required Course of Study requirements at the UNIVERSITY. Some specialized programs leading to licensure or certification may require a grade greater than a C to transfer towards Required Course of Study requirements at the UNIVERSITY.
- 1.3 Students transferring college-level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Students transferring from INSTITUTION that meet all program-specific UNIVERSITY admissions requirements and conditions will be accepted into their program of choice.
- 1.4 Students admitted to the UNIVERSITY transferring from the INSTITUTION will have all college-level, degree applicable associate degree courses from the INSTITUTION accepted in transfer. Application of credits towards degree requirements will be subject to the degree program of choice by the student and additional credits may be needed to fulfill the degree program requirements. The UNIVERSITY degree program requirements may be viewed at www.phoenix.edu.

2. Services Provided to INSTITUTION by the UNIVERSITY

- 2.1 The UNIVERSITY shall create a Course Transfer Guide (CTG) in PDF format which will include course by course transfer categories for courses that are designated as fulfilling a general education category. The UNIVERSITY may publish the CTG on its external facing websites, including but not limited to Phoenix.edu.
- 2.2 UNIVERSITY will create and provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in UNIVERSITY'S sole discretion.
- 2.3 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY Student Catalog in effect at the time of the student's initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.
- 2.4 If INSTITUTION desires to engage in Reverse Transfer Services with the UNIVERSITY, subject to the Family Education Rights and Privacy Act, as amended ("FERPA") and applicable laws and regulations, the INSTITUTION will follow the UNIVERSITY'S process (as determined in its discretion) to obtain the necessary information from the UNIVERSITY or a third party service provider engaged on the UNIVERSITY'S behalf on students that may be eligible for an Associate degree award at the INSTITUTION as a result of their enrollment with the UNIVERSITY. The UNIVERSITY will only provide information on students who have opted into this process. The INSTITUTION will be solely responsible for all communications, notifications, and advisements to the students who are eligible for an Associate degree award and for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the INSTITUTION; provided, however, that any use of the UNIVERSITY'S name, image or likeness shall require UNIVERSITY'S prior

written consent. The UNIVERSITY does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving INSTITUTION. It is the student's responsibility to confirm whether or not credits earned at the UNIVERSITY will be accepted by INSTITUTION or another INSTITUTION of the student's choice.

- 2.5 Students transferring to UNIVERSITY into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from INSTITUTION will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at UNIVERSITY. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including but not limited to: BSN, LPN/BSN, LVN/BSN, P/VN/BSN, BSLs, BSED, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BS/HST, and BSIT (all concentrations). For clarification the UNIVERSITY reserves the right to exclude any new or existing programs with specialized lower division general education builds.

3. Services Provided to the UNIVERSITY by INSTITUTION

- 3.1 Upon request by UNIVERSITY, INSTITUTION will provide the opportunity for UNIVERSITY representatives to meet with INSTITUTION'S students on an ongoing basis on dates and at times mutually agreed upon.
- 3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

4. Fees

- 4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.
- 4.2 Student's articulating into UNIVERSITY are subject to UNIVERSITY'S standard admission and tuition costs and fees.

5. Accreditation

- 5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited by an approved regional or national accrediting body recognized by the U.S. Department of Education. INSTITUTION further represents and warrants that it does not have any adverse actions pending against it that may jeopardize its current accreditation status. INSTITUTION acknowledged and agrees that INSTITUTION shall notify the UNIVERSITY immediately of any adverse changes in its accreditation status or if any adverse action has been taken that would impact INSTITUTION's ability to operate in the state/jurisdiction they are approved to operate in. UNIVERSITY may terminate this Agreement immediately if there is a change in INSTITUTION's accreditation status and/or if INSTITUTION fails to notify the UNIVERSITY of a change in accreditation status.
- 5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

6. FERPA

Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

7. Intellectual Property

Upon prior approval, either party may use the name, logo, image or likeness, tradename, service marks or domain names ("Marks") of the other in furtherance of their obligations under this Agreement. INSTITUTION expressly permits the UNIVERSITY to publish the CTG and/or the PTG on its external facing websites. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light. Any marketing or promotional materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

8. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party

is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

9. Terms and Termination of Agreement

- 9.1 This Agreement shall be effective as the Effective Date and shall remain in effect until terminated.
- 9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 9.3 This Agreement may be terminated as provided for in Section 5.2.
- 9.4 In the event this Agreement is terminated, INSTITUTION shall permit the UNIVERSITY to continue to allow INSTITUTION's name and the CTG and/or the PTG to be published by UNIVERSITY for as long as the CTG and/or PTG are applicable to any current or future students' transfer of credit.

10. Notice

Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-L401

If to INSTITUTION
Highland Community College
Attn:
2998 W Pearl City Road
Freeport, Illinois 61032

With a copy to:

University of Phoenix
Attn: University Legal Services
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-K612

11. Miscellaneous Provisions

- 11.1 This Agreement may be executed electronically. Said electronic copy shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 11.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 11.4 This Agreement embodies the entire agreement and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- 11.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 11.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- 11.7 This Agreement is for the benefit of UNIVERSITY and INSTITUTION only and not for the benefit of any third party.

UNIVERSITY OF PHOENIX, INC.

Signature

Printed Name

Title

Date

HIGHLAND COMMUNITY COLLEGE

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Community College Education Service Agreement #23529

This Community College Education Service Agreement (the "Agreement") is entered into as of the date both parties have signed ("Effective Date") by and between Highland Community College ("School") with its principal place of business located at 2998 W Pearl City Road, Freeport, Illinois 61032 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

1. Tuition Rate:

- 1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.
- 1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.
- 1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

2. Concurrent Enrollment Cohort:

- 2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School (referred to as a "CEP Cohort") after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Cohort shall have its own SOW issued by the University setting forth the above terms including and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
- 2.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.
3. **Community College Cohort:** During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a "Community College Cohort(s)") that will commence a designated degree program ("Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates of the Program for specific Community College Cohorts on an applicable SOW. Each Community College Cohort will have a separate SOW issued by the University and does not require any further action by the parties and will be incorporated into this Agreement.
4. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.
 - a. Virtual and/or face-to-face information meetings at School site;
 - b. Virtual and/or face-to-face enrollment sessions at School site; and
 - c. Table displays in School's common student areas.
5. **Cohort Options:** The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

"Closed Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Open Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. Other University students may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Collaborative Cohort"- A collaborative cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The

University, at its discretion, will organize and facilitate collaborative cohort groups between two or more University clients. The University shall have no obligation to offer any collaborative cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the collaborative cohort will attend the same classes in the same course sequence in the same modality.

6. **Articulation:** Any course articulation shall be mutually agreed upon in a separate agreement.
7. **Marketing:**
 - 7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names ("Marks") of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.
 - 7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.
 - 7.3 Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.
 - 7.4 The University will provide information to School to assist prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study.
8. **Term and Termination:**
 - 8.1 This Agreement shall remain in effect until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.
 - 8.2 If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.
9. **FERPA:** Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.
10. **Admissions Evaluation:** All students are subject to the University's admission policies and all other policies and procedures as set forth in the University's Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.
11. **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, the University's relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School's employees or otherwise, shall be governed pursuant to the terms of the University's policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.
12. **Notice.** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.

UNIVERSITY

Name: Raghu Krishnaiah, Chief Operating Officer
Email address: salesoperations@phoenix.edu
Facsimile: 602-557-3015

SCHOOL

Name:
Email address:
Facsimile:

- 13. **General Provisions:** This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.
- 14. **Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter.

HIGHLAND COMMUNITY COLLEGE

UNIVERSITY OF PHOENIX, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Signature

Printed Name

Title

Date

COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Highland Community College Statement of Work #1

Concurrent Enrollment Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated _____ by Highland Community College ("School") and University of Phoenix, Inc. ("University") (hereinafter Agreement") is entered into on _____ ("Issue Date") and incorporates the Agreement herein by this reference.

Program: *Bachelor of Science in Nursing*

Modality: Online

Projected Start Date: June, 2020

Projected End Date: November, 2022

Type of Cohort: Collaborative Cohort

Premises: All courses will be taught online

Tuition Rate: \$350 per credit hour.

**AGENDA ITEM #X-B-1
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION TO ADOPT THE STATE UNIVERSITIES RETIREMENT SYSTEM
DEFERRED COMPENSATION PLAN**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the Resolution to Adopt the State Universities Retirement System (SURS) deferred compensation plan and the corresponding Employer Participation Agreement.

BACKGROUND: Beginning September 1, 2020, SURS will begin to offer a voluntary deferred compensation 457(b) plan that complements SURS mandatory 401 (a) retirement plans (Traditional, Portable and Self-Managed Plan). By adopting the plan, employees will be able to contribute supplementary earnings toward their retirement in addition to their contribution to the SURS retirement plan, if they choose. Participants will be allowed to contribute up to the annual 457(b) limit as set by the Internal Revenue Service every year. This is in addition to the maximum contribution they are eligible to defer to Highland's 403(b) plan. Employers also have the option to contribute a discretionary matching contribution, and/or discretionary non-elective contributions on behalf of the participants. While Highland does not currently have employees who are eligible to receive a matching contribution or non-elective contribution to a 457(b) plan, we are electing that option in the Employer Participation Agreement in the event that the College would want to offer that opportunity in the future.

BOARD ACTION: _____

**STATE UNIVERSITIES RETIREMENT SYSTEM
DEFERRED COMPENSATION PLAN**

RESOLUTION TO ADOPT PLAN

WHEREAS, the State Universities Retirement System Deferred Compensation Plan ("Plan") is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue ("Code") established and is administered by the State Universities Retirement System ("System") pursuant to Section 15-202 of the Illinois Pension Code, 40 ILCS 5 et seq.;

WHEREAS, the Plan is funded by elective deferrals, and if elected by the Employer in the Employer Participation Agreement, discretionary employer contributions;

WHEREAS, contributions to the Plan are held in Trust by SURS as Trustee pursuant to the State Universities Retirement System Master Trust Agreement ("Trust Agreement") and are invested in investment options selected and monitored by SURS;

WHEREAS, SURS has contracted with certain service providers ("Service Providers") to administer the Plan in accordance with its written terms and applicable law;

WHEREAS, Section 15-202 of the Illinois Pension Code, 40 ILCS 5, et seq., and Section 2.02(v) of the Plan provide that an employer that is subject to Article 15 of the Illinois Pension Code and that is an eligible employer within the meaning of Code Section 457(e)(1)(A) offer the Plan to its eligible employees;

WHEREAS, the Employer is an employer subject to Article 15 of the Illinois Pension Code, and is an eligible employer within the meaning of Code Section 457(e)(1)(A); and

WHEREAS, the Employer has reviewed the Plan, is authorized by law to adopt this Resolution, and is concurrently executing an Employer Participation Agreement for the Plan, which shall constitute a part of the written terms of the Plan.

NOW THEREFORE the governing body of the Employer hereby resolves:

Section 1. The Employer adopts the Plan for the benefit of its eligible employees, including the Employer Participation Agreement which is attached hereto and made a part of this Resolution.

Section 2. The Employer agrees to abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, and all applicable provisions of the Code, the Illinois Pension Code, and other applicable law.

Section 3. The Employer agrees to enroll only those individuals who are employees, as defined in Section 15-107 of the Illinois Pension Code, of the Employer. An employee does not include an individual who is a leased employee under Code Section 414(n)(2).

Section 4. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in the Trust for the exclusive benefit of participants and their beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries and for defraying reasonable expenses of the Plan. All contributions to the Plan shall be held, managed, invested and distributed as part of the Trust in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust pursuant to the terms of the Plan.

Section 5. This Resolution and an Employer Participation Agreement shall be submitted to SURS. SURS shall determine whether the Resolution and the Employer Participation Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement employee participation in the Plan. SURS may refuse to approve a Resolution and/or an Employer Participation Agreement from an employer that does not have state statutory authority to participate in the Plan. The Employer hereby acknowledges that it is responsible for assuring that this Resolution and the Employer Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Employer as of the date set forth below in accordance with applicable law.

By: _____

Print Name: _____

Title: _____

Date: _____

**STATE UNIVERSITIES RETIREMENT SYSTEM
DEFERRED COMPENSATION PLAN**

EMPLOYER PARTICIPATION AGREEMENT

The undersigned employer ("Employer") and the State Universities Retirement System ("SURS") agree to the participation of the Employer in the State Universities Retirement System Deferred Compensation Plan ("Plan"). The Plan is sponsored and administered by SURS and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Complete this Participation Agreement only if the Employer is both an employer subject to Article 15 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

A. EMPLOYER INFORMATION

Name: Highland Community College

Address: 2998 W. Pearl City Rd.

Freeport, IL 61032

Tax ID Number: 36 - 2616076

B. TYPE OF ADOPTION AND EFFECTIVE DATE

The Employer's Plan document shall consist of this Employer Participation Agreement ("Agreement") and the Plan document, as amended from time to time. All capitalized terms in this Agreement shall have the meaning set forth in the Plan document.

It is very important that this Employer Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Employer Participation Agreement with SURS.

This Agreement is for the following purpose (*check and complete one only*):

1. This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective September 1, 2020 (*insert effective date of this Agreement*).
2. This is an amendment to be effective as of _____, _____ (*insert effective date of this amendment*) to the current Agreement previously adopted by the Employer, which was originally effective _____, _____ (*insert effective date of the original Agreement*).
3. This is an amendment and restatement of another 457(b) deferred compensation plan maintained by the Employer, effective _____, _____ (*insert effective date of this Agreement*). This Employer's prior plan was originally effective _____, _____ (*insert effective date of the prior plan*). The Employer understands that it is the Employer's responsibility to ensure that the prior plan met all applicable state and federal requirements.

- C. CUSTODY OF ASSETS.** Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.
- D. PARTICIPATION.** An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions immediately upon commencement of employment with the Employer. "Employee" means an individual who is an employee, as defined in Section 15-107 of the Illinois Pension Code, of an Employer. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).
- E. ELECTIVE DEFERRALS.** All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include Pre-Tax Contributions and Roth Contributions. A Participant shall be 100% Vested in his or her Elective Deferrals at all times.
- F. DISCRETIONARY MATCHING CONTRIBUTIONS.**

1. The Employer shall (*check and complete one only*):

- a. not make Discretionary Matching Contributions.
- b. match _____% of Elective Deferrals of up to _____% of Compensation [] each pay period [] annually.
- c. match _____% of the first \$ _____ of Elective Deferrals [] each pay period [] annually.
- d. match the percentage or amount of Elective Deferrals that the Employer determines in its discretion for the Plan Year.

[] Check this box if the Discretionary Matching Contributions match elective deferrals made to another plan, and enter the name of the plan:

NOTE: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a Participant can contribute.

2. The Employer shall make Discretionary Matching Contributions for the following Employees (*complete only if Discretionary Matching Contributions will be made to the Plan; check and complete as many as applicable*):

- a. any full-time Employee, defined as an Employee who has _____ or more Hours of Service per week.
- b. any permanent part-time Employee, defined as an Employee who is not a full-time Employee and who has _____ or more Hours of Service per week.
- c. any seasonal, temporary, or similar part-time Employee.
- d. any elected or appointed official.
- e. any Employee in the following class(es) of Employees:
Faculty and custodial/maintenance union employees.

3. A Participant shall be 100% Vested in his or her Discretionary Matching Contributions at all times; provided, however, that if SURS enacts an Eligible Automatic Enrollment Arrangement under Section 4.2(e) of the Plan, Discretionary Matching Contributions related to a withdrawal of Automatic Pre-Tax Contributions in accordance with Section 4.2(e)(4) will be placed in a forfeiture account and used first to reduce the Employer's Discretionary Matching Contributions, if any, and then to reduce the Employer's Discretionary Nonelective Contributions, if any.

G. DISCRETIONARY NONELECTIVE CONTRIBUTIONS.

1. The Employer shall (*check and complete one only*):
- a. not make Discretionary Nonelective Contributions.
 - b. contribute _____% of Compensation on behalf of each Participant
 each pay period annually.
 - c. contribute \$ _____ on behalf of each Participant each pay period annually.
 - d. contribute the percentage or amount that the Employer determines in its discretion for the Plan Year.

NOTE: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a Participant can contribute.

2. The Employer shall make Discretionary Nonelective Contributions for the following Employees (*complete only if Discretionary Nonelective Contributions will be made to the Plan; check and complete as many as applicable*):
- a. any full-time Employee, defined as an Employee who has _____ or more Hours of Service per week.
 - b. any permanent part-time Employee, defined as an Employee who is not a full-time Employee and who has _____ or more Hours of Service per week.
 - c. any seasonal, temporary, or similar part-time Employee.
 - d. any elected or appointed official.
 - e. any Employee in the following class(es) of Employees:
Vice President or President positions.
3. A Participant shall be 100% Vested in his or her Discretionary Nonelective Contributions at all times.

H. ADMINISTRATIVE INFORMATION.

In executing this Employer Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution has been provided to SURS or its designee;
- to be bound by all terms of the Plan document, as applicable, the terms of this Employer Participation Agreement, and the rules and regulations of SURS, all as may be amended from time to time, and that no oral understanding not incorporated into this Agreement is binding on any party;
- to provide any information reasonably requested by SURS or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow SURS and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan;
- to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to SURS or a service provider;
- that all contributions to the Plan will be deposited in the State Universities Retirement System Master Trust for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by SURS and offered under the Plan, and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by SURS;
- that participants will be charged fees for the investment and administration services provided by SURS and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- determining and monitoring employee eligibility in accordance with the terms of the Plan and the Employer Participation Agreement;
- entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- complying with the applicable contribution limits under the Code as such limits apply to the Plan and any other Code Section 457(b) plan in which Employer's employees participate.

This Employer Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated in Section B.

EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ACCEPTANCE OF EMPLOYER'S PARTICIPATION IN THE STATE UNIVERSITIES
RETIREMENT SYSTEM DEFERRED COMPENSATION PLAN:**

By: _____
Martin M. Noven, Executive Director

Date: _____

APPENDIX AAUTHORIZED CONTACT FORM

All official communications from the Employer to SURS shall be directed to the attention of the following person:

State Universities Retirement System
 Attention: Executive Director and General Counsel
 1901 Fox Drive
 Champaign, Illinois 61820
 Telephone Number: 217-378-8800
 Facsimile Number: 217-378-9801
 Email: Executive Director@surs.org
General Counsel@surs.org

All official communications from SURS to the Employer shall be directed to the attention of the following person:

Employer: Highland Community College _____
 Attention: Karen Brown, Director of Human Resources _____
 Address: 2998 W. Pearl City Rd., _____
Freeport, IL 61032 _____
 Telephone Number: (815)599-3402 _____
 Facsimile Number: (815)599-3639 _____
 Email: karen.brown@highland.edu _____

The following individuals are authorized to represent and act on behalf of the Employer for all purposes related to the Employer's participation in the State Universities Retirement System Deferred Compensation Plan.

| |
|---|
| Contact Name <u>Karen Brown</u> Title <u>Director of Human Resources</u> Phone No. (815) 599-3402 E-Mail Address: <u>karen.brown@highland.edu</u> Signature _____ Date ____ / ____ / ____ |
| Contact Name <u>Renee Welch</u> Title <u>Payroll Specialist</u> Phone No. (815) 599-3438 E-Mail Address <u>renee.welch@highland.edu</u> Signature _____ Date ____ / ____ / ____ |
| Contact Name <u>Christie Lewis</u> Title <u>HRIS Administrator/HR Generalist</u> Phone No. (815) 599-3609 E-Mail Address <u>christie.lewis@highland.edu</u> Signature _____ Date ____ / ____ / ____ |

| | |
|------------------------|----------------------|
| Contact Name _____ | Title _____ |
| _____ | |
| Phone No. (____) _____ | E-Mail Address _____ |
| _____ | |
| Signature _____ | Date _____ |
| _____/_____/_____ | |

The Employer agrees that SURS is entitled to rely on this Appendix A, and shall be held harmless in doing so, until such time that the Employer submits a revised Appendix A to SURS.

The undersigned represents that he or she is an authorized representative of the Employer with authority to sign the Agreement and this Appendix A on the Employer's behalf.

By _____ Date _____

Print Name _____

Title _____

Phone No. (____) _____ E-mail Address _____

**AGENDA ITEM #X-C-1
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
VOCAL MUSIC INSTRUCTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Dr. Randal K. Haldeman as full-time, tenure track Vocal Music Instructor in the Humanities, Social Sciences, and Fine Arts Department beginning August 13, 2020, at a FY21 salary of \$104,263 (based on the FY19 faculty salary schedule at PhD, with 19 years of experience), plus appropriate fringe benefits. Since the FY20/21 faculty union contract has not yet been negotiated, this salary is based on the FY19 salary schedule and is within the FY21 budget.

BACKGROUND: Dr. Haldeman comes to us from the University of North Carolina at Charlotte where he was the Director of Choral Studies. There he administered the largest choral program in the Carolinas with over 500 choristers participating annually. He directed the auditioned 55-voice University Chorale in performances, organized tours, and engaged in retreats. Dr. Haldeman has experience teaching a wide range of general music education courses: K-12, IB and AP music courses in addition to devising, implementing, and teaching online courses for general education students. He has served in a senior capacity as a member of committees and service work to the department, college, university, and the profession. He has trained and evaluated pre-professional teachers, and provided continuing education development to experienced teachers. His experience with grant writing and fundraising can be an asset, as well as his experience maintaining a digital media presence. Dr. Haldeman has a reputation for cultivating partnerships between departments, schools, and the greater community. These abilities helped facilitate recruitment strategies and the growth of the Choral Program at UNC Charlotte.

In May of 2001, Dr. Haldeman earned his PhD in Music Ed with an emphasis on Choral Conducting at Florida State University. He earned a Master of Music at Northwestern University and earned his Bachelor's degree at University of Wisconsin, Whitewater where his major area of study was voice and opera performance.

Dr. Haldeman's education, experience, and standing in the music community make him a wonderful new addition to the Vocal Music Program at Highland Community College.

BOARD ACTION: _____

**AGENDA ITEM #X-C-2
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE**

**NEW JOB DESCRIPTION
MEN'S HEAD BASKETBALL COACH**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached job description for the Men's Head Basketball Coach. This is a part-time, seasonal position.

BACKGROUND: When the incumbent in this position left Highland Community College and the position was advertised, it was discovered that there was not a job description for the Men's Head Basketball Coach.

BOARD ACTION: _____

MEN'S HEAD BASKETBALL COACH *

Selection: The Men's Basketball Coach shall be appointed by the President.

Duties and Responsibilities: The position of Men's Basketball Coach shall be responsible to the Director of Athletic and Physical Education Programming and shall:

ESSENTIAL FUNCTIONS:

- A. have the ability to push up to 40 pounds.
- B. have the ability to read, write and speak the English language.
- C. have the ability to effectively communicate with College students.
- D. have the ability to travel to off-campus sites.
- E. be able to work a variety of hours including early mornings, evenings and weekends.

DUTIES AND RESPONSIBILITIES:

- A. Select, organize and prepare a men's basketball team composed of Highland Community College students to compete with other institutions of similar size and athletic philosophies.
- B. Conduct annual visits to high schools in the College district to promote the community college opportunity for potential student athletes.
- C. Assist the student athlete to transfer to a four-year institution that offers the student an opportunity to continue his education and athletic experience.
- D. Work in close cooperation with the Director of Athletic and Physical Education Programming in all matters pertinent to the coaching of basketball - scheduling, equipment, supervision, eligibility, public relations, fund raising, contest management, and tournament management.
- E. Assist in scheduling conference and non-conference games and arranging tournament dates for sectional and regional play.
- F. Actively recruit student athletes.
- G. Encourage students to make up work when absent from class due to scheduled meets or events.
- H. Assure proper care and maintenance of athletic equipment.
- I. Assist in creating and maintaining a budget for the men's basketball program.
- J. Assist the team in the selection of a team captain and work closely with the captain to maintain a high degree of sportsmanship.
- K. Designate players who qualify for awards, letters and trophies.
- L. Accompany and supervise the squad at practice and game play to assure good public relations and appropriate behavior of participants representing the College.
- M. Keep records of games and make results available to the news media, Director of Athletic and Physical Education Programming, and conference officials.
- N. Perform all other duties as assigned by the Director of Athletic and Physical Education Programming.

Minimum Qualifications: Bachelor's degree required, Master's degree in Physical Education or related field is preferred. Demonstrated basketball coaching abilities.

Adopted: 07/28/2020 * [Pending Board Approval]

**AGENDA ITEM #X-C-3
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE**

**REVISED JOB DESCRIPTION
WOMEN'S HEAD VOLLEYBALL COACH**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for the Women's Head Volleyball Coach. This is a part-time, seasonal position.

BACKGROUND: The incumbent in this position transferred to another position at Highland Community College and the position has since been advertised. During the search process, it was noted that the position is better described with the indicated changes.

BOARD ACTION: _____

WOMEN'S HEAD VOLLEYBALL COACH

Selection: ~~Subject to the approval by the Board of Trustees,~~ The Women's Head Volleyball Coach shall be appointed by the President.

Duties and Responsibilities: The position of Women's Head Volleyball Coach shall be responsible to the Director of Athletic and Physical Education Programming and shall:

ESSENTIAL FUNCTIONS:

- ~~A.~~ A. ~~be available for evening/weekend duties~~ able to work a variety of hours including early mornings, evenings and weekends.
- ~~B.~~ E. ~~have the ability to communicate orally and in writing.~~
- ~~C.~~ C. ~~be able to travel or have a valid driver's license.~~
- ~~D.~~ D. ~~have the ability to travel to off-campus sites.~~

DUTIES AND RESPONSIBILITIES:

- A. Select, organize, and prepare a women's volleyball team composed of Highland Community College students to compete with other institutions of similar size and athletic philosophies.
- B. Actively recruit student athletes.
- C. Visit yearly the high schools in the college district to promote the community college opportunity for the potential student athlete.
- D. Assist the student athlete to transfer to a four-year institution that offers the student an opportunity to continue her education and athletic experience.
- E. Work in close cooperation with the Director of Athletic and Physical Education Programming in all matters pertinent to the coaching of volleyball - scheduling, equipment, gym set-up and take down, supervision, eligibility, public relations, contest management, and tournament management.
- F. Direct Summer Volleyball Camps ~~for junior and senior high schools.~~
- ~~G. Coordinate and run junior high volleyball tournament in Fall.~~
- ~~H.G.~~ H.G. Assist in scheduling conference and non-conference games, ~~and arranging tournament dates for sectional and regional play. Assist the Athletic Director in the selection of officials for home games.~~
- ~~I.H.~~ I.H. Encourage students to make up work when absent from class due to scheduled meets or events.
- J.I. Assure proper care and maintenance of athletic equipment.
- ~~K.J.~~ K.J. Assist in creating a budget for the women's volleyball program.
- ~~L.K.~~ L.K. Assist the team in the selection of a team captain and work closely with the captain to maintain a high degree of sportsmanship.
- ~~M.L.~~ M.L. Designate players who qualify for awards, letters and trophies.
- N.M. Accompany and supervise the squad at practice and game play to assure good public relations and appropriate behavior of participants representing the college.
- ~~O.N.~~ O.N. Keep records of games and make results available to the news media, Director of Athletic and Physical Education Programming, and conference officials.
- P.Q. Perform all other duties and responsibilities as may be assigned by the Director of Athletic and Physical Education Programming.

Minimum Qualifications: High school diploma or equivalent, bachelor's degree preferred; demonstrated volleyball coaching abilities.

Salary - Differential position

Revised/Approved 02/18/86
Revised/Approved 10/29/86
Revised/Approved 03/16/93
Revised/Approved 10/20/98
Revised/Approved 07/28/20
* [Pending Board Approval]

ADA
Job Code: 890

volley.doc

**AGENDA ITEM #X-C-4
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE**

**REVISED JOB DESCRIPTION
COORDINATOR, WOMEN'S ATHLETICS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for the Coordinator, Women's Athletics. This is a full-time, exempt professional position.

BACKGROUND: The incumbent in this position transferred to another position at Highland Community College. During the search process, it was noted that the job description should be updated by removing two items under Principal Duties to better reflect the duties of the Coordinator.

BOARD ACTION: _____

Highland Community College Position Description

CORE VALUES AND EMPLOYEE CHARACTERISTICS: Highland Community College has adopted a set of Core Values and Employee Characteristics that it believes each employee must model in order for the College to provide a supportive and productive working and learning environment. These Core Values are Integrity, Compassion and Respect. The Employee Characteristics are Commitment, Interpersonal Skills, Lifelong Learner and Sound Judgment.

TITLE: Coordinator, Women's Athletics *

GENERAL STATEMENT OF RESPONSIBILITIES: To coordinate the Women's intercollegiate athletics programs, providing direction and supervision of the women's volleyball, bowling, basketball and softball teams; assists the Athletic Director and supports the college's Physical Education program offerings.

PRINCIPAL DUTIES: (essential functions)

- Coordinates and organizes women's athletics programs. Supervises and schedules games, monitors eligibility, maintains equipment and coordinates public relations activities.
- Serves as coach of one sport and assistant coach of another, scheduling practices, coordinating travel, compiling and entering statistics, and organizing and participating in fundraisers.
- As part of coaching responsibilities, recruits student athletes, coordinates campus visits, and promotes athletic programs.
- Instructs up to 6 credit hours of physical education courses fall, spring and summer semesters.
- Supports and advises in regards to academic and athletic goals.
- Acts as backup to the Automated External Defibrillator Coordinator for the MERP Program.
- Oversees home basketball games for both men's and women's teams as well as tournaments; coordinates and trains personnel at contests.
- ~~Oversees the preparation of softball fields.~~
- ~~Helps maintain social media presence for Athletic Department.~~
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of English usage, grammar, spelling, punctuation and vocabulary.
 Knowledge of intercollegiate athletic programs, rules and regulations.
 Knowledge of principles, practices and techniques of coaching.
 Knowledge of principles and practices of teaching and learning.
 Knowledge of physical education and related concepts, with particular expertise in a specific field.
 Knowledge of safety and first aid techniques.
 Knowledge of strength and fitness conditioning.
 Knowledge of utilizing data to make informed decisions.
 Knowledge of computer operations and software applications.

Skill in coaching individuals and teams.

Skill in coordinating events and activities.

Skill in communicating effectively both orally and in writing.

Adopted 5/15/2001
 Coordinator Womens Athletics jd.july

Skill in teaching and assessing student abilities and skills.

Skill in performing basic first aid.

Skill in operating a computer and software applications.

Skill in establishing and maintaining effective relationships with a diverse population of co-workers and others.

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are medium work, exerting up to 50 lbs of force occasionally, and/or up to 20 lbs of force frequently, and/or up to 10 lbs of force constantly to move objects. Exposure to extreme temperatures. Potential exposure to hazardous materials (bloodborne pathogens).

MINIMUM QUALIFICATIONS: Bachelor's degree in education, athletic training, coaching or a related field, Master's in related field preferred, and three (3) years coaching experience OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: Valid Driver's License. First Aid certification and Automated External Defibrillator certification preferred within one year of hire.

REPORTS TO: Director Athletics & Physical Education

APPOINTED BY: Board of Trustees.

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 4310

JOB SERIES/FAMILY: Student Support Services Series/Athletics and Arts Group

LAST REVISED: ~~02/19/197/28/20~~ [Pending Board Approval] *

**AGENDA ITEM #X-C-5
AUGUST 6, 2020
HIGHLAND COMMUNITY COLLEGE**

**NEW JOB DESCRIPTION
VICE PRESIDENT OF ACADEMIC SERVICES/CHIEF ACADEMIC OFFICER**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached new job description for Vice President of Academic Services/Chief Academic Officer. This is a full-time, exempt administrative position.

BACKGROUND: The attached new job description was originally in place when Tim Hood was hired as Vice President of Academic Services in 2011 before moving to the Executive Vice President position in 2014. The job description is being updated at this time to include oversight of accreditation and assessment of student learning. The responsibilities have also been categorized to provide clarity and scope of responsibilities. In addition, the title is being updated to reflect that the administrator serves as the Chief Academic Officer.

Since the previous job description has been inactive for over five years, this is now considered a new job description.

BOARD ACTION: _____

Highland Community College Position Description

TITLE: Vice President/Chief Academic Officer (CAO), Academic Services

CORE VALUES AND EMPLOYEE CHARACTERISTICS: Highland Community College has adopted a set of Core Values and Employee Characteristics that it believes each employee must model in order for the College to provide a supportive and productive working and learning environment. These Core Values are Integrity, Compassion and Respect. The Employee Characteristics are Commitment, Interpersonal Skills, Lifelong Learner and Sound Judgment.

GENERAL STATEMENT OF RESPONSIBILITIES: The Vice President of Academic Services is the Chief Academic Officer (CAO) of the College, reporting to the President. The position provides vision, leadership, strategic direction and operational management to the College's Academic and Academic Support areas and serves on the President's Cabinet. The Vice President, Academic Services fulfills this responsibility by establishing appropriate academic structure and procedures which promote the maximum participation of all Highland Community College constituents in fostering the values of integrity, compassion and respect.

PRINCIPAL DUTIES: (essential functions)

Supervises

- Oversees the supervision and evaluation of all employees within the academic services area to include the academic programs distributed over four instructional divisions, Library Services, and Academic Technology Resources. Additionally, oversees the academic curriculum of Transitional Education, Lifelong Learning, Business Institute, Dual Credit and Transfer programs.
- Supervises, directs and interacts with staff to establish, plan, implement, manage and evaluate academic resources and services.

Academics/Curriculum

- Serves as the College's Chief Academic Officer.
- Advises President on academic, budgetary, and personnel matters pertaining to academics.
- Oversees comprehensive program reviews to ascertain effectiveness of academic programs, in accordance with state, regional and national accreditation guidelines.
- Works with the internal and external campus communities (i.e. senior leadership, deans, department heads, faculty, industry, advisory boards, community partners and other stakeholders) to identify new curriculum program opportunities and ensure the relevancy of existing curriculum programs.
- Provides evaluation related to the quality, relevancy and growth of the College's curriculum programs and partnerships and alignment to workforce needs.
- Works together with faculty and other academic personnel as part of shared governance within the college.
- Makes recommendations to the President on all matters pertaining to the salaries, promotion, demotion, and dismissal of members of the teaching and academic administrative staff.
- Advances academic quality by encouraging and actively providing opportunities for professional development and training for faculty and staff.

- Works with faculty and academic administrators in carrying out the terms of the faculty contract.
- Along with the deans, faculty, and other academic staff, works to create, foster, and continuously improve an academic vision for the College.
- Assists deans in forecasting and responding to variations in student enrollment. Promotes the efficient use of instructional facilities and classroom space. Oversees overall course schedule to optimize resources.
- Leads and coordinates the articulation of quality programs and courses with secondary and post-secondary institutions.
- Monitors and accesses operating results in areas such as curriculum, articulation, and student academic success, recommends necessary and prudent modifications, and facilitates processes that result in the elimination of duplicate programs and resources.
- Leads and coordinates quality partnerships with other institutions and grant funding entities.
- Leads and is committed to building a diverse campus community.

Quality/Compliance

- Serves as the College's Accreditation Liaison Officer (ALO) to the Higher Learning Commission (HLC).
- Leads and coordinates the assessment of student learning at the course, program, and institutional level.
- Provides input, coordination and leadership as required for institutional planning and effectiveness.
- Leads achievement of academic institutional priorities. Develops academic strategic plans and tactical goals for the division, placement and evaluation, determines scope and priorities of projects; coordinates resources required to achieve goals.
- Provides leadership and policy direction to achieve the highest standards of excellence in instruction and academic programs.
- Develops and monitors budget schedules, planning and implementation reports, statistics and other written and electronic documents.
- In coordination with the Vice President of Student Development and Support Services ensures compliance with all federal and state laws/regulations as they apply to academics and student accessibility and ensures internal policies and procedures are followed.
- Coordinates preparation of annual reports on academic services required by federal and state agencies.
- Communicates effectively with staff and departments to support efficiency and the sharing of institutional knowledge.
- In accordance with the Risk Management Policy and Program:
 - Administers student discipline as it relates to Academic Integrity, Academic Misconduct, and Other Student Academic Complaints.
 - Serves on the Emergency Operations Team and works to develop procedures and handle emergencies.
 - As requested, serves as the chief campus administrator in the absence of the president.
- Actively and fully engages in academic functions and events.
- Attends all scheduled meetings of the Board of Trustees.
- Follows appropriate procedures for student discipline as it relates to Academic Integrity, Academic Misconduct, and Other Student Academic Complaints.
- Performs other duties as requested by the President.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of English usage, grammar, spelling, punctuation and vocabulary.
Knowledge and in-depth understanding of academic programs and development of a learning-focused environment.
Knowledge of grant administration techniques, budget preparation and expenditure control.
Knowledge of strategic planning techniques and research and analysis strategies.
Knowledge of personnel management and supervisory principles and practices.
Knowledge of comprehensive academic assessment models.
Knowledge of budget preparation, bid and purchasing procedures and expense control.
Knowledge of interpersonal skills using tact and diplomacy.
Knowledge of utilizing data to make informed decisions.

Skill in planning and developing academic curriculum.
Skill in leading, supervising and team building.
Skill in researching and writing grants and operational reports.
Skill in conducting feasibility and cost benefit analysis studies of academic programs.
Skill in identifying problems, evaluating alternatives and implementing effective solutions.
Skill in negotiation and management of a faculty collective bargaining agreement.
Skill in creating and presenting effective written and oral communication pieces.
Skill in developing, implementing and evaluating policies and procedures.
Skill in establishing effective community partnerships and effective relationships with external stakeholders.
Skill in establishing and maintaining effective relationships with co-workers and others.
Skill in utilizing technology
Skill in working effectively in a team environment.

PHYSICAL REQUIREMENTS: Work is routinely performed in office environments. Subject to standing, walking, sitting, bending, reaching, kneeling, pushing and pulling, climbing, stooping and occasional lifting of objects up to 20 pounds.

MINIMUM QUALIFICATIONS:

- Master's degree from a regionally accredited institution required; earned Doctorate Degree from a regionally accredited institution preferred. Five (5) years increasingly responsible administrative experience in higher education, including experience in instruction and academic administration required. Teaching experience in higher education required; teaching experience at a community college preferred.
- A collaborative and collegial leadership/management style, excellent communication skills, and the ability to forge effective working relationships with a broad range of internal and external constituents.
- Knowledge of and/or demonstrated ability in quality improvement processes, especially as related to accreditation.

REQUIRED LICENSE/CERTIFICATION: None.

SECURITY SENSITIVE POSITION: Requires a criminal background check.

REPORTS TO: President.

APPOINTED BY: Board of Trustees.

EMPLOYEE CATEGORY: Administrative

FLSA CLASSIFICATION: Exempt

CLASS CODE: 6320

JOB SERIES/FAMILY: Administrative Series/Executive Group

ADOPTED: 08/06/2020 *[Pending Board Approval]