

**AGENDA ITEM #XVI-D-3
APRIL 27, 2021
HIGHLAND COMMUNITY COLLEGE BOARD**

**UNIVERSITY OF ILLINOIS EXTENSION – STEPHENSON COUNTY
LEASE AGREEMENT**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board enters into a lease agreement with the University of Illinois Extension for occupancy by the University of Illinois Extension – Stephenson County of approximately 3,007 square feet of space in the Community Services Center, at the following annual rates:

- \$41,759.71 for the period July 1, 2021 through June 30, 2022 (FY22)
- \$42,386.11 for the period of July 1, 2022 through June 30, 2023 (FY23)
- \$43,021.90 for the period of July 1, 2023 through June 30, 2024 (FY24)

The Board further authorizes the College President and Board Secretary to execute the agreement by appropriate signatures.

BACKGROUND: The recommendation provides for the renewal of the lease agreement with the University of Illinois Extension for a three-year period. The lease includes custodial services, utilities, and desirable covenants essential to provide understanding to both parties. The use of additional College facilities outside the leased premises in the Community Services Center is governed by policies, procedures and regulations established by Highland Community College. The new annual rates represent a 1% increase over FY21, a 1.5% increase over FY22, and a 1.5% increase over FY23.

BOARD ACTION: _____

UNIVERSITY OF ILLINOIS SYSTEM
Urbana-Champaign • Chicago • Springfield

**LEASE AGREEMENT/ INTERGOVERNMENTAL AGREEMENT
UNIVERSITY OF ILLINOIS EXTENSION
SUMMARY STATEMENT OF LEASE TERMS**

This Summary Statement of Lease Terms (the "Summary ") is attached to and made a part of the Lease Agreement (the "Lease") dated as of the Effective Date referenced below by and between the Landlord and Tenant referenced below. In the event of a conflict between the terms of the Summary and the terms of the Lease, the terms of the Lease shall control.

1.	Effective Date of Lease:	As of the date of the last signature												
2.	Landlord:	Highland Community College												
3.	Landlord's Address:	2998 W Pearl City Rd Freeport, IL 61032												
4.	Landlord's FEIN and Legal Entity Certification:	FEIN: 36-2616076 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Real Estate Agent</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input checked="" type="checkbox"/> Government Entity</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Tax Exempt Org [IRC 501(a) only]</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Trust or Estate</td> </tr> <tr> <td><input type="checkbox"/> Not-for-Profit Corp</td> <td><input type="checkbox"/> Limited Liability Company</td> </tr> <tr> <td><input type="checkbox"/> Medical/Health Care</td> <td></td> </tr> </table>	<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent	<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Government Entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Org [IRC 501(a) only]	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate	<input type="checkbox"/> Not-for-Profit Corp	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Medical/Health Care	
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<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Org [IRC 501(a) only]													
<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate													
<input type="checkbox"/> Not-for-Profit Corp	<input type="checkbox"/> Limited Liability Company													
<input type="checkbox"/> Medical/Health Care														
5.	Managing Agent:													
6.	Tenant:	The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois												
7.	Unit/Department: Contact Person:	University of Illinois Extension Christine Janak												
8.	Building:	2998 W Pearl City Rd., Freeport, IL , which are the buildings in which the Premises are located.												
9.	Premises:	Community Services Building, Freeport, IL containing 3,007 rentable square feet per plan as noted in Exhibit "A"												
10.	Exclusive parking areas:	Non-exclusive parking												

11.	Initial Term:	1 Year Commencement Date: 07/01/2021 Termination Date: 06/30/2022
12.	Renewal Option(s):	Automatic Renewal (2) per Article 4
13.	Base Rent Schedule:	\$41,759.71 Annually; \$3,479.97 monthly
14.	Renewal Terms Rent Schedule	Renewal Term 1: July 1 ,2022 -- June 30, 2023 \$42,386.11 Annually; \$3,532.18 monthly Renewal Term 2: July 1, 2023 -- June 30, 2024 \$43,021.90 Annually; \$3,585.16 monthly
15.	Rent Abatement:	None
16.	Permitted Use:	Office and programming space for Illinois Extension
17.	Security Deposit:	None
18.	Broker:	None
19.	Notice Addresses: To Landlord To Tenant	Highland Community College 2998 W. Pearl City Rd. Freeport, IL 61032 University of Illinois Real Estate Services Attention: Director 506 S. Wright Street, Suite 208 Urbana, IL 61822 And Christine Janak Office of Extension and Outreach 111 Mumford Hall, MC-710 1301 W. Gregory Dr. Urbana, IL 61801 With a copy to Tenant at Premises.

LEASE AGREEMENT

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LEASE AGREEMENT

This Lease Agreement (the "Lease"), including the Summary Statement (the "Summary") which is attached hereto and is incorporated herein, is made as of the Effective Date and is entered into by and between Landlord and Tenant.

For and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. DEFINITIONS.

Managing Agent: See Summary. If Landlord elects to change the Managing Agent, Landlord will notify Tenant in writing of such change.

Initial Term: See Summary.

Automatic Renewal: See Summary

Premises: See Summary.

Commencement Date: See Summary.

Termination Date: See Summary.

Base Rent Schedule: See Summary.

Tenant: The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois.

2. EXHIBITS. The exhibits listed in this paragraph are attached to this Lease and are hereby incorporated in and made a part of this Lease.

Exhibit A – Premises Plan

Exhibit B – Lease Addendum (if applicable)

Exhibit C – Summary of Services and Utilities

Exhibit D – Summary of Repairs and Maintenance Responsibilities

Exhibit E-1 – Work Letter (if applicable)

Exhibit E-2 – Statement of Compliance (if applicable)

Exhibit F – Real Estate Lease Form Disclosure Statement

In the event of a conflict between the terms of this Lease and the Exhibits to this Lease, the terms of the Lease shall control, except that Exhibit B (if applicable) shall control over the terms of the Lease.

3. PREMISES.

A. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions herein set forth, the Premises set forth in the Summary and being shown on the floor plan attached hereto as **Exhibit A**.

B. Tenant will also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. Parking must accommodate the Environmental Barrier Act, P.A. 84-948 and ADA accessibility standards. Exclusive parking areas, if any, are defined in the Summary.

4. TERM AND RENEWAL OPTIONS. This Lease shall be for an Initial Term commencing on the Commencement Date and ending on the Termination Date. This Lease shall be automatically renewed for two (2) successive one (1) year terms thereafter (each a renewal term) until and unless either party provides 90 days prior written notice to cancel at the end of the initial term or renewal terms. Such notice shall be provided to the parties in Section 19 of the Summary.

5. RENTAL PAYMENTS. The Tenant shall pay "Base Rent" to the Landlord or Managing Agent in the amount and at the address set forth in the Summary or to such other person or at such other place as Landlord may direct in writing. The Base Rent shall be paid by the Tenant in equal monthly installments as set forth in the Summary and shall be paid in advance, on or before the first day of each month of the Initial Term and any Renewal Term(s). If the Lease Commencement Date is other than the first day of a calendar month, then the Base Rent for that month will be prorated on a daily basis, based on the actual number of days in that month and shall be inclusive of Landlord's responsibilities as set forth herein and in the Summary, **Exhibit C** and **Exhibit D**. Notwithstanding any of the foregoing, in no event shall Tenant be required to make any payment of Base Rent prior to its occupancy of the Premises. Rent payments may be other than monthly if noted in Summary.

6. USE OF PREMISES. Tenant shall use the Premises for the purposes specified in the Summary. Tenant may alter said use to any lawful purpose, upon the written consent of Landlord, which consent will not be unreasonably withheld.

Landlord represents and warrants to Tenant that all Leasehold Improvements, the current and proposed uses, and the operation of the Building and Premises are, and will remain, in full compliance with applicable building and seismic codes, fire, health and safety codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances.

Tenant will have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises prior to Tenant's occupancy of the demised Premises or which result from Landlord's acts or omissions or which occur on any portion of Landlord's property not occupied by Tenant, unless caused by Tenant, its agents, or employees. Landlord specifically warrants that at the time of execution of this Lease that all known areas where hazardous or toxic materials or substances (including, but not limited to, asbestos or PCBs) have been used, stored, or deposited on the Landlord's property have been properly remediated or are being managed in compliance with

applicable state and federal requirements. Tenant will comply with all applicable laws concerning the handling or discharge of hazardous materials in connection with its use of Premises.

- 7. NOTICES AND PAYMENTS.** All notices under this Lease shall be in writing and shall be sent to the addresses set forth in the Summary either personally with an executed acknowledgment of receipt or deposited in the United States mail, certified return receipt requested, postage prepaid. Any notice will be deemed delivered no later than five (5) business days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed. Either party may change its own mailing address by written notice to the other party. Payments shall be made as indicated in the Summary.
- 8. TAXES, SERVICES AND UTILITIES.** Landlord hereby affirms and both the parties mutually agree that property taxes and special assessments on the Premises shall be paid in full by Landlord.

Services and utilities to the Premises shall be furnished and the responsibility for said services and utilities shall be as outlined in Exhibit C, "Summary of Services and Utilities." In the event of the failure by Landlord to furnish, in a manner reasonably satisfactory to Tenant, any of the services and utilities to the Premises, Tenant may notify Landlord of such failure, and if not remedied by Landlord within five (5) business days after the receipt of written notice, then Tenant may deduct the amount thereof, including Tenant's service costs, from Base Rent or other remuneration due Landlord hereunder, and furthermore, Tenant may take any other remedy permitted by law.

- 9. REPAIRS AND MAINTENANCE.** Landlord shall be responsible, at its sole cost, for repairs, alterations or necessary replacements to structural building components such as roof, foundations, structural columns and beams, exterior walls and windows, elevators including state licensing and fees, and underground utility and sewer pipes outside the exterior walls of the building. Landlord also is responsible, at its sole cost, for maintaining the electrical, plumbing, and HVAC (heating, ventilation, air conditioning) systems so that all parts of each of these systems are operational, subject to reasonable time to make repairs.

Tenant shall report to Landlord any condition known to it which Landlord is required to repair or replace. Landlord may enter the Premises at reasonable hours upon 24-hour notice to Tenant to make repairs required of Landlord under terms hereof.

Further, Landlord shall maintain the parking area and common facilities in good order, condition and repair, including adequate lighting, painting, snow removal, drainage, supervision and the like, and all costs and expenses incurred in connection therewith, including, but not limited to, real estate taxes, special assessments, repairs, janitorial expenses for all common facilities, garbage storage and garbage removal expenses, shall be paid by Landlord.

The respective repair and maintenance responsibilities of Landlord and Tenant for the Premises are set forth in Exhibit D, "Summary of Repair and Maintenance Responsibilities." Notwithstanding the foregoing, Tenant will pay to Landlord the reasonable cost of any repairs or maintenance required as a direct result of the negligent acts or omissions of Tenant, its agents, or employees. If Landlord fails to maintain the Premises or to make the repairs required herein within a reasonable time after written notice from Tenant, Tenant may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the Base Rent or other remuneration due hereunder.

10. POSSESSION AND CONDITION OF PREMISES. Unless otherwise provided in Exhibit E-1, the Tenant's taking possession of the Premises or any portion thereof shall be deemed to be conclusive evidence that the Premises, or such portion thereof, are in good and satisfactory condition. No promise of the Landlord to alter, remodel, decorate, clean or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by the Landlord to the Tenant, except that Landlord agrees to improve the Premises (and Landlord and Tenant agree to pay for such improvement(s)) as set forth in the Work Letter attached hereto as Exhibit E-1. Landlord shall deliver possession of the Premises to Tenant upon substantial completion of the "Work" to be performed by Landlord under Exhibit E-1.

11. ALTERATIONS AND MECHANICS' LIENS. No wall, structural, mechanical or electrical alterations or improvements will be made to Premises by Tenant or at Tenant's request without the prior written consent of Landlord, which consent will not be unreasonably withheld.

Tenant may remove any fixtures, machinery and equipment installed in the Premises by Tenant upon termination of this Lease, if Tenant is not then in default under this Lease and if Tenant repairs any damage to the Premises caused by such removal. Upon termination of this Lease, Tenant will return the Premises in the same condition as when delivered to Tenant, reasonable wear and tear, damage by casualty, and alterations approved by Landlord excepted.

The parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

12. LIABILITY. It is understood and agreed that neither party to this Lease shall be liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this Lease shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to third parties.

13. DAMAGE OR THEFT OF PERSONAL PROPERTY. Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for theft thereof or any damages thereto occasioned from any act of any person, except as may be caused by negligence or willful misconduct of the Landlord.

14. INSURANCE REQUIREMENTS.

A. Tenant shall, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Landlord against liability for bodily injury and/or property damage occurring in or about the Premises. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) for any one occurrence. Tenant will annually provide Landlord, on the anniversary date of Tenant's liability insurance renewal, with a certificate of insurance naming the Landlord as additional insured as it respects liability the Landlord incurs as a result of the operations of the Tenant on the Premises. Tenant agrees to provide (30) days advance public written notice of any reductions of coverage or cancellations.

B. The Tenant, as a State Institution, provides any necessary Workers' Compensation benefits required by State Statute.

- C. Landlord shall, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Tenant against liability for bodily injury to and/or property damage occurring in or about the common facilities. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) for any one occurrence.
- D. Further, Landlord shall, at its own expense, at all times during the Lease Term, maintain in full force property insurance on the Premises for the full insurable value of the building(s) and its/their permanent improvements. Such insurance will protect against fire and other perils commonly associated with a "broad-form" perils insurance policy. Landlord will provide Tenant a certificate of insurance evidencing said coverage at Lease commencement. Landlord agrees to provide thirty (30) days advance written notice to Tenant of any modifications, changes or cancellations.

15. WAIVER OF SUBROGATION. Landlord and Tenant each hereby waive any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of the acts of God or any of the property perils, such as fire and other perils commonly associated with a broad-form insurance policy, whether or not such perils have been insured, self-insured or non-insured.

16. FIRE OR OTHER CASUALTY.

- A. If the Premises are totally destroyed by fire or other casualty, either Landlord or Tenant may terminate this Lease immediately by giving notice to the other party. In case of destruction during the Lease Term, Base Rent and other remuneration due to Landlord will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.
- B. If the Premises are partially destroyed, Landlord must within thirty (30) days of the destruction notify Tenant, in writing, of the time period in which restoration will be complete. If such casualty will render ten percent (10%) or less of the floor space of the Premises unusable for the purposes intended; Landlord will effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days after such destruction. Landlord may terminate this Lease by written notice within thirty (30) days of the loss if such loss is not covered by any insurance described in the provisions of this Lease. Base Rent and other remuneration due to Landlord will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.
- C. Tenant may terminate this Lease by giving written notice within thirty (30) days after any of the following: if it is determined Landlord cannot restore Premises to substantially the same condition as before destruction; if Tenant is notified that such restoration period will be more than one hundred twenty (120) days; if restoration extends beyond the time period for completion as contained in the notification to Tenant unless such extension is due to a reasonable delay. Base Rent and other remuneration will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.
- D. Reasonable delay shall be defined as follows: (a) acts of Tenant, its agents, or employees; acts of God which Landlord could not reasonably have foreseen or guarded against; (b) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond

the control of Landlord and which cannot be reasonably overcome; or (c) restrictive regulations by the Federal Government which are enforced in connection with a national emergency.

- 17. CONDEMNATION.** If the whole of the Premises or a portion thereof is condemned by any legally constituted authority, making the Premises unusable for the purposes herein, the Term hereby granted will cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date and Tenant shall have no further obligation to pay Base Rent for any period of time beyond said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any separate award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. However, any award to the Tenant shall not reduce the award to the Landlord.
- 18. ASSIGNMENT AND SUBLETTING.** Tenant will not assign or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld.
- 19. DEFAULT BY TENANT.** If the Tenant defaults in the payment of Base Rent, and the Tenant does not cure the default, within twenty (30) days after demand for payment of such rent, or if the Tenant defaults in the prompt and full performance of any other provision of this Lease, and the Tenant does not cure the default within thirty (30) days after written demand by the Landlord that the default be cured unless the default involves a hazardous condition, which shall be cured forthwith upon the Landlord's demand, Landlord may terminate this Lease by giving notice to Tenant, in which event the Term of this Lease shall end, and all such right, title and interest of the Tenant hereunder shall expire on the date stated in the notice.

If this Lease terminates pursuant to a default by Tenant hereunder, Landlord may immediately enter upon and repossess the Premises and seek any remedies allowable under the laws of the State of Illinois, including specific performance.

- 20. DEFAULT BY LANDLORD.** Landlord will be in default if Landlord fails to perform its obligations under this Lease within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord will not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

If Landlord fails to cure a default within the time period set forth, Tenant shall have the option to terminate this Lease, in addition to any other remedies allowable under the laws of the State of Illinois, including specific performance and may receive an award for all reasonable damages. If Landlord's default hereunder prevents Tenant's use of the Premises, there will be a proportional abatement of rental payments for the period of such non-use.

21. ENTRY BY LANDLORD AND QUIET ENJOYMENT.

- A.** Tenant shall allow Landlord access to the Premises at reasonable times during normal working hours for the purpose of examining or inspecting the same upon prior notice to Tenant. In the

event of an emergency, as reasonably determined by Landlord, Landlord shall have an absolute right of access to the Premises.

- B. If Tenant performs the terms of this Lease, when required under this Lease, Landlord will warrant and defend Tenant in the quiet and peaceful enjoyment and possession of the Premises during the term hereof and any extension without interruption by Landlord or any person claiming under Landlord.

- 22. SUBORDINATION.** This is an unsubordinated Lease. Landlord is not obligated to subordinate its rights and interests in the Premises to any loan, mortgage or money encumbrance that Tenant shall place against Tenant's interest in this Lease or in its interest in the Leasehold Improvements. Tenant acknowledges and agrees that Landlord's interest in the Premises shall not be subordinated to the Lease.

Upon prior written request of Landlord, Tenant shall execute any instrument permitting mortgages or deeds of trust to be placed against Landlord's interest in and to the Premises and the Building or any part thereof as security for any indebtedness and shall subordinate the Lease to such mortgages or trust deeds, if required to do so by the secured party.

- 23. ESTOPPEL CERTIFICATE.** Upon receipt of a written request from Landlord, Tenant shall, from time to time upon not less than twenty-one (21) days from the receipt of a written request, acknowledge and deliver a statement in writing to Landlord certifying (a) that this Lease is unmodified and in full force and effect or, that if there have been modifications, that the Lease as modified is in full force and effect; (b) the dates to which Base Rent and other charges have been paid; (c) acknowledging that there are not to its knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of an estate in which the Premises is located.

Failure by Tenant to deliver the certificate within such time shall be conclusive (i) that this Lease is in full force and effect and has not been modified except as may be represented by Landlord; (ii) that there are no uncured defaults in performance by Landlord; and (iii) that all Base Rent has been paid.

- 24. HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration of the Initial Term, or any renewal thereof, this Lease shall be automatically extended on a month-to-month basis, for a period not to exceed six (6) months, terminable by either party upon giving thirty (30) days written notification, and otherwise on terms and conditions equivalent to the final month of the Lease Term.

- 25. SURRENDER OF POSSESSION.** At the expiration or other termination of this Lease, Tenant shall peaceably and quietly quit and surrender to Landlord possession of the Premises (including all Leasehold Improvements) herein in good order and condition subject to the other provisions of this Lease. Tenant's removable paneling and wall fixtures and furniture, trade fixtures, signs, goods and materials used in Tenant's business shall at all times remain personal property and may be removed from time to time by Tenant; provided, however, that Tenant shall be responsible for the cost of repair of any physical injury to the Premises caused by the removal of any such property, but not for any diminution in value of the Premises caused by the absence of the property removed or by any necessity for replacing such property.

26. LAWS AND CERTIFICATIONS.

- A. Equal Employment/Non-discrimination. The policy of Tenant and Landlord is to comply with all mandatory Federal and State nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. The Tenant and Landlord will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap, unfavorable discharge from the military, or status as a disabled veteran or a veteran from the Viet Nam era. This nondiscrimination policy applies to admissions, employment, access to and treatment in the Tenant and Landlord programs and activities.
- B. Environmental Barriers Act/Handicapped Accessibility. Landlord complies with applicable provisions of the Environmental Barriers Act (401ILCS 25/1 et seq.) and the Illinois Accessibility Code 71 Ill. Adm. Code 400.
- C. State Laws. This Lease is governed and interpreted in accordance with the laws of the State of Illinois.

27. MISCELLANEOUS PROVISIONS.

- A. Waiver. The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
- B. Entire Agreement. This Lease, including any attachments made a part hereof, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- C. No Amendments. No amendment of this Lease will be valid unless made in writing and signed by the parties hereto, and no prior, contemporaneous, or subsequent oral understanding or agreement not incorporated herein shall be binding on either party hereto.
- D. Time of the Essence. Time is of the essence of each term and provision of this Lease.
- E. Invalidity. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.
- F. Commission. Landlord and Tenant each warrant to the other that no real estate broker or agent has been used or consulted in connection with this Lease except as described in the Summary.
- G. Signature Authorization. Each individual signing this Lease represents that he/she is authorized to sign on behalf of their respective entity and that the entity is bound by the terms hereof.
- H. Binding Effect/Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, obligations, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives,

successors and assigns, but shall not operate to permit a transfer contrary to the terms of this Lease.

- I. **Counterparts.** This Lease may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute but one and the same instrument and will be evidenced by any one counterpart. A photocopy or facsimile of a party's original signature shall be as effective as the original.
- J. **Pronouns.** Landlord and Tenant will include individuals male or female, singular or plural, corporations, partnerships or business entities, as may fit the particular party.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals on the day and year below written.

TENANT
THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

LANDLORD
Highland Community College

BY: _____
Avijit Ghosh, Comptroller Date

BY: _____

APPROVED:

Regional Director – UI Extension

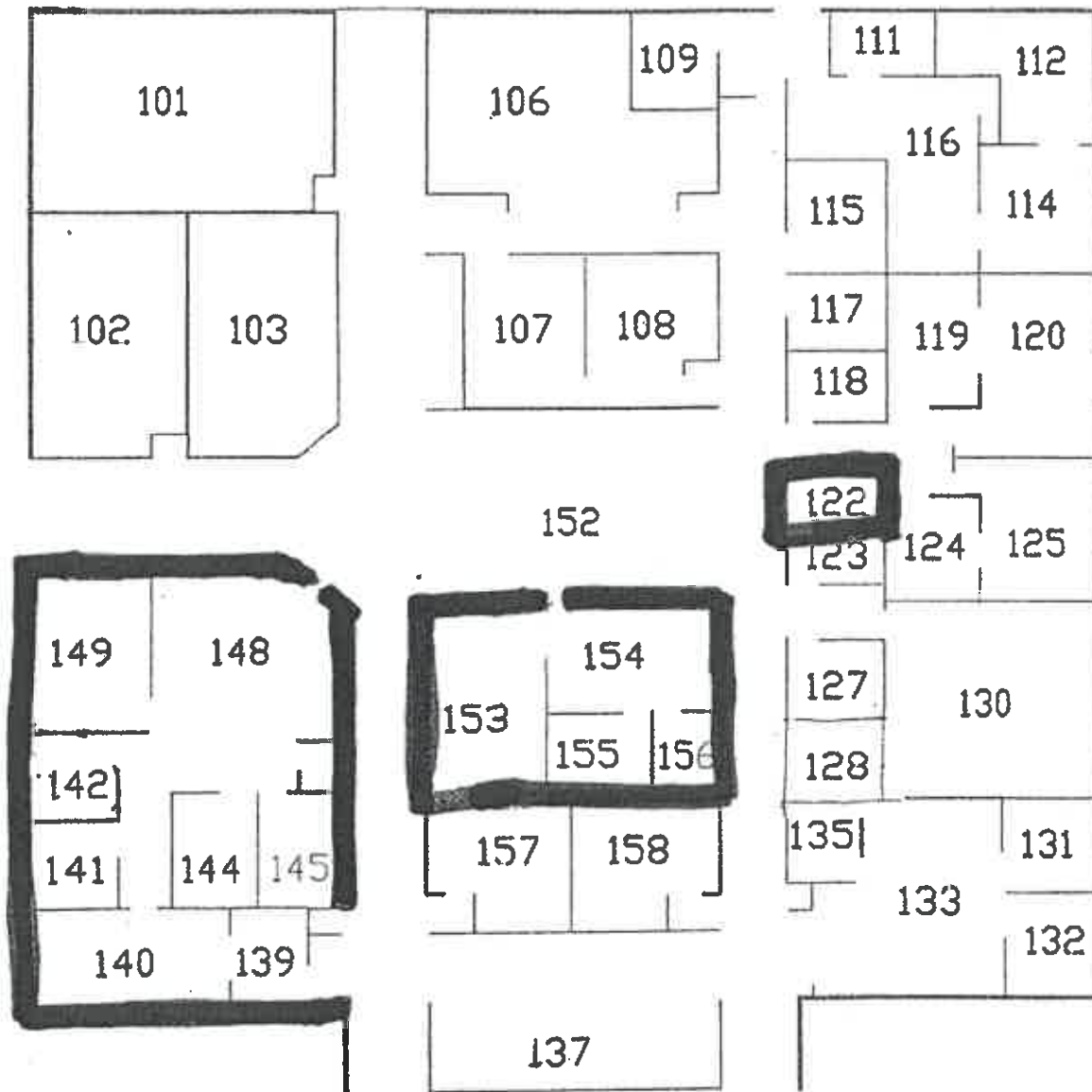
Associate Dean or designee

Its: _____

Date: _____

**STANDARD FORM-UI EXTENSION APPROVED BY REAL ESTATE SERVICES & LEGAL COUNSEL
(BKW & JAS 1/23/18)**

EXHIBIT A
Floor Plan and Description of Premises
(ATTACHED)



HCC Building R

EXHIBIT B

Lease Addendum

**The terms of this exhibit shall control over any conflicting provisions in the Lease.
(In the event of modifications to the Standard Form Lease all modifications would be restated as
Exhibit B Lease Addendum)**

EXHIBIT C

SUMMARY OF SERVICES AND UTILITIES

(COMMERCIAL UNIT)

The following is a summary of service and utility responsibilities of Landlord and Tenant:

<i>Service or Utility Item</i>	<i>Landlord</i>	<i>Tenant</i>	<i>Not Applicable</i>
Dispensers for toilet paper, hand soap and hand towels in restrooms	x		
Paper Supplies and waste containers (Premises)		x	
Replacement light bulbs & fluorescent light tubes (Premises)	x		
Ballasts and transformers for fluorescent lights, light switches and electrical outlets (Building and Premises)	x		
Heating and air conditioning control switches	x		
Janitorial service including waste removal to buildings dumpster (Premises)	x		
Janitorial service for Building exterior and common areas	x		
Carpet, tile and linoleum (Premises)	x		
Gas (Premises)	x		
Electric (Premises)	x		
Water and municipal sanitary district fees	x		
Window washing - exterior ⁽¹⁾	x		
Window washing - interior	x		
Landscaping and gardening	x		
Snow removal	x		
Cleaning of drapes, blinds, window shades (Premises)	x		
Maintenance and repair of window treatments	x		
Kitchen appliances		x	
Sufficiently sized dumpster for Tenants refuse and disposal services	x		
Pest control	x		
Other:			x

⁽¹⁾ Annually

EXHIBIT D

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of Landlord and Tenant:

<i>Maintenance or Repair Item</i>	<i>Landlord</i>	<i>Tenant</i>	<i>Not Applicable</i>
Foundations	x		
Exterior and Bearing Walls	x		
Roof	x		
Electrical Systems	x		
Lighting Systems	x		
Plumbing Systems	x		
Heating Systems	x		
Ventilation Systems	x		
Air Conditioning Systems	x		
Alarm Systems			x
Plate Glass	x		
Window & Window Frames	x		
Gutters, Drains, Downspouts	x		
Elevators	x		
Floor Slabs	x		
Common Areas (Interior and Exterior)	x		
Cellings	x		
Interior Walls	x		
Interior Doors	x		
Interior Surfaces & Windows	x		
Appliances & Fixtures			x
Repainting of Interior Walls (every years)	x		
Base and/or Moldings	x		
Parking Lot Area	x		
Other:			

EXHIBIT E-1
Work Letter
Intentionally Deleted

Click here to [enter text.](#)

EXHIBIT E-2
STATEMENT OF COMPLIANCE
Intentionally Deleted

**AGENDA ITEM #XVI-D-4
APRIL 27, 2021
HIGHLAND COMMUNITY COLLEGE BOARD**

**PAYMENT OF BILLS AND AGENCY FUND REPORT
MARCH 2021**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the March 2021 bills, including Board travel.

RESOLUTION: Resolved that Jill Janssen, Treasurer, be and she is hereby authorized and directed to make payments or transfers of funds as reflected by warrants 345560 through 346094 amounting to \$879,230.88, Automated Clearing House (ACH) debits W0000616 amounting to \$21,335.40, Other Debits D0000106 amounting to \$23.51 and Electronic Refunds of \$4,453.95, with 4 adjustments of \$260.63, such warrants amounting to \$904,783.11. Transfers of funds for payroll amounted to \$586,806.08.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$21,335.40. Other Debits consist of replenishing petty cash in the cashier's office. Electronic Refunds are issued to students. Financial Aid disbursed Pell in March.

BOARD ACTION: _____

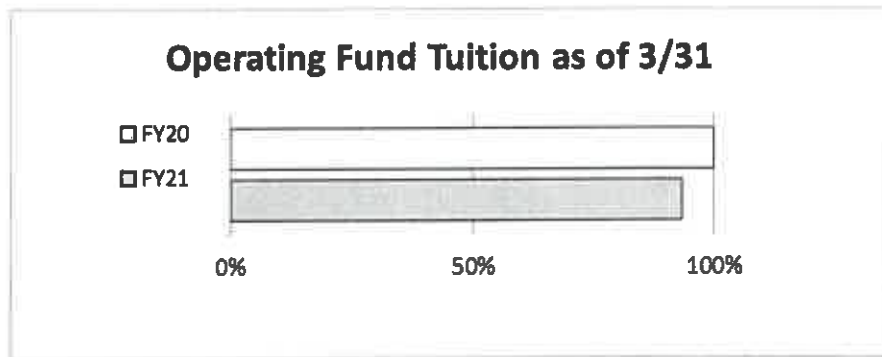
**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, March 31, 2021**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$279,266.21	\$1,283.34	\$0.00	\$280,549.55
FIFTH THIRD	23,743.23	0.00	0.00	23,743.23
UNION LOAN AND SAVINGS	175,386.32	0.00	0.00	175,386.32
TOTAL ASSETS	\$478,395.76	\$1,283.34	\$0.00	\$479,679.10
1010 HCC ORCHESTRA	\$0.00			\$0.00
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR	0.00			0.00
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	72,804.75			72,804.75
1017 HCC ROAD AND LOT	95,381.70			95,381.70
1018 YMCA ROAD AND LOT	92,881.06	833.34		93,714.40
1019 YMCA BLDG/MAINT	34,993.79			34,993.79
1020 HCC BLDG/MAINT	58,972.13			58,972.13
1021 YMCA/HCC INTEREST	99,619.10			99,619.10
1022 HCC SECTION 125 PLAN	23,743.23			23,743.23
1023 Ic3SP CAREER SERVICES	0.00	450.00		450.00
TOTAL	\$478,395.76	\$1,283.34	\$0.00	\$479,679.10

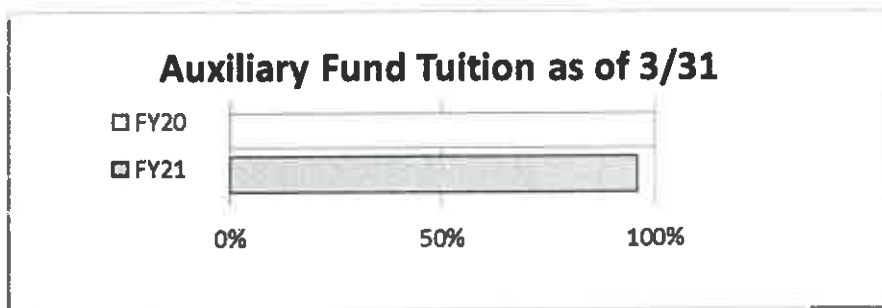
**AGENDA ITEM #XVII-A
 APRIL 27, 2021
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY21**

**TREASURER'S REPORT
STATEMENTS OF REVENUE, EXPENDITURES &
CHANGES IN FUND BALANCE
 (Cash basis, encumbrances included.)**

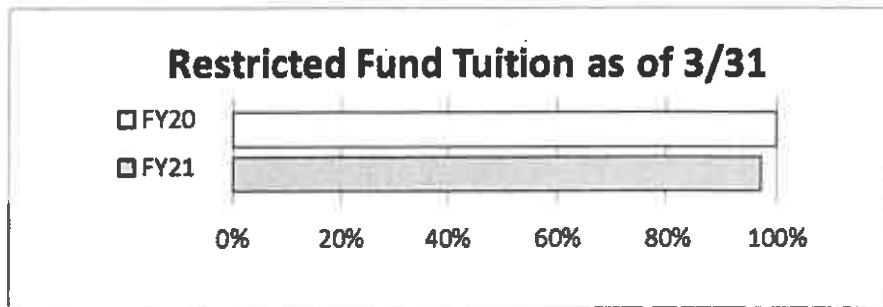
- As of March 31st, we are 75% of the way into FY21.
- **Current Results as of Month End:** The following charts shows the comparison of the FY21 financial results for various items, as labeled, to FY20 results as of March 31st. The FY20 bar is the year-to-date results as of March 31, 2020, divided by the actual year end results for FY20. The FY21 bar is the year-to-date results for March 31, 2021, divided by the annual budgeted amount for FY21.



Operating Fund tuition revenue appears to be about 7% or \$345,000 below budget at this point in time.



Auxiliary Fund tuition revenue appears to be about 4% or \$20,000 below budget at this point in time.



Restricted Fund tuition revenue appears to be about 3% or \$18,000 below budget at this point in time.

Higher Education Emergency Relief Funds II (CRRSAA) may be used to offset lost tuition revenue and revenue from other operations. Additional guidance was recently released on how to calculate and document lost revenue. The College will make adjustments as allowable prior to year-end.

AGENDA ITEM #XVII-A
 APRIL 27, 2021
 HIGHLAND COMMUNITY COLLEGE
 FY21

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2021

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$6,520,321	\$3,236,469	49.6%
Credit Hour Grants	1,251,848	741,426	59.2%
Equalization	50,000	25,000	50.0%
ICCB Career/Tech Education	131,003	65,502	50.0%
ICCB Performance	15,000	-	0.0%
CPP Replacement Tax	400,000	334,034	83.5%
Dept. of Educ.	8,300	-	0.0%
Other Federal Sources	46,700	27,055	57.9%
Tuition & Fees	4,918,500	4,583,138	93.2%
Sales & Services	30,450	10,198	33.5%
Facilities Revenue	100,714	84,549	83.9%
Interest on Investments	97,000	3,367	3.5%
Non-Govt. Gifts, Grants	480,000	301,109	62.7%
Miscellaneous	40,976	73,501	179.4%
	-----	-----	-----
Total Revenue	\$14,090,812	\$9,485,348	67.3%
<u>EXPENDITURES:</u>			
Salaries	\$9,503,314	\$6,474,291	68.1%
Employee Benefits	2,334,662	1,956,196	83.8%
Contractual Services	841,053	603,506	71.8%
Materials & Supplies	878,686	588,790	67.0%
Conference & Meeting	201,583	25,852	12.8%
Fixed Charges	61,740	45,980	74.5%
Utilities	655,851	658,276	100.4%
Capital Outlay	40,375	23,915	100.0%
Other Expenditures	169,500	166,525	98.2%
Transfers (In) Out	(595,952)	-	0.0%
	-----	-----	-----
Total Expenditures	\$14,090,812	\$10,543,331	74.8%
Excess of Revenues Over Expenditures	\$0	(\$1,057,983)	
Fund Balance 7/1/20	4,181,208	4,181,208	
	-----	-----	
Fund Balance 3/31/21	\$4,181,208	\$3,123,225	

AGENDA ITEM #XVII-A
APRIL 27, 2021
HIGHLAND COMMUNITY COLLEGE BOARD
FY21

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended March 31, 2021

REVENUE:	Budget	Year to-Date	Percent

Local Taxes	\$911,500	\$455,841	50.0%
Interest	-	152	100.0%
Other	-	2,795	100.0%
Total Revenue	\$911,500	\$458,788	100.0%
EXPENDITURES:			

Contractual Services	233,000	66,586	28.6%
Materials and Supplies	-	529	100.0%
Capital Outlay	5,782,734	2,709,201	46.8%
Transfers Out	74,761	-	0.0%
Total Expenditures	\$6,090,495	\$2,776,316	45.6%
Excess of Revenues Over Expenditures	(\$5,178,995)	(\$2,317,528)	
Fund Balance 7/1/20	\$6,119,076	\$6,119,076	
Fund Balance 3/31/21	\$940,081	\$3,801,548	

AGENDA ITEM #XVII-A
 APRIL 27, 2021
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY21

AUXILIARY ENTERPRISE FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2021

REVENUE:	Budget	Year to-Date	Percent
Tuition and Fees	\$495,000	\$474,493	95.9%
Bookstore Sales	455,200	418,934	92.0%
Athletics	41,040	3,070	7.5%
Other	131,000	89,913	68.6%
Total Revenue	\$1,122,240	\$986,410	87.9%
EXPENDITURES:			
Salaries	\$350,958	\$180,971	51.6%
Employee Benefits	46,869	29,148	62.2%
Contractual Services	86,066	44,578	51.8%
Materials & Supplies	558,226	502,899	90.1%
Conference & Meeting	260,363	37,618	14.4%
Fixed Charges	10,409	5,635	54.1%
Utilities	600	600	100.0%
Capital Outlay	7,406	7,326	98.9%
Other Expenditures	22,978	20,920	91.0%
Transfers	(65,000)	-	0.0%
Total Expenditures	\$1,278,875	\$829,695	64.9%
Excess of Revenues Over Expenditures	(\$156,635)	\$156,715	
Fund Balance 7/1/20	\$284,299	\$284,299	
Fund Balance 3/31/21	\$127,664	\$441,014	

AGENDA ITEM #XVII-A
APRIL 27, 2021
HIGHLAND COMMUNITY COLLEGE BOARD
FY21

RESTRICTED PURPOSE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended March 31, 2021

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$156,421	\$0	0.0%
Adult Education	229,950	72,521	31.5%
Other Illinois Sources	136,405	139,923	102.6%
Department of Education	5,214,192	2,508,167	48.1%
Other Federal Sources	54,456	29,746	54.6%
Tuition & Fees	605,000	587,374	97.1%
Interest	19,346	19,240	99.5%
Non-govt. Gifts, Grants	284,203	40,399	14.2%
Other	295,226	222,294	75.3%
	-----	-----	-----
Total Revenue	\$6,995,199	3,619,664	51.7%
<u>EXPENDITURES:</u>			
Salaries	\$1,215,302	\$965,662	79.5%
Employee Benefits	285,199	206,376	72.4%
Contractual Services	767,807	432,831	56.4%
Materials & Supplies	242,250	119,927	49.5%
Conference & Meeting	136,509	21,088	15.4%
Fixed Charges	24,196	2,112	8.7%
Utilities	4,152	-	0.0%
Capital Outlay	499,982	182,881	36.6%
Other Expenditures	295,111	174,733	59.2%
Financial Aid	3,767,164	1,775,659	47.1%
Transfers out (in)	448,692	-	0.0%
	-----	-----	-----
Total Expenditures	\$7,686,364	\$3,881,269	50.5%
Excess of Expenditures Over Revenue	(\$691,165)	(\$261,605)	
Fund Balance 7/1/20	1,157,898	1,157,898	
	-----	-----	
Fund Balance 3/31/21	\$466,733	\$896,293	

AGENDA ITEM #XVII-A
 APRIL 27, 2021
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY21

AUDIT FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2021

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$45,000	\$22,154	49.2%
-----	-----	-----	-----
Total Revenue	\$45,000	\$22,154	49.2%
EXPENDITURES:			

Contractual Services	\$47,900	\$49,075	102.5%
-----	-----	-----	-----
Total Expenditures	\$47,900	\$49,075	102.5%
Excess of Revenues Over Expenditures	(\$2,900)	(\$26,921)	
Fund Balance 7/1/20	\$4,838	\$4,838	
-----	-----	-----	
Fund Balance 3/31/21	\$1,938	(\$22,083)	

AGENDA ITEM #XVII-A.
 APRIL 27, 2021
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY21

BOND AND INTEREST FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2021

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,777,961	\$883,055	49.7%
	-----	-----	-----
Total Revenue	\$1,777,961	\$883,055	49.7%
EXPENDITURES:			

Fixed Charges	\$1,848,950	\$1,610,350	87.1%
Other	-	950	100.0%
	-----	-----	-----
Total Expenditures	\$1,848,950	\$1,611,300	87.1%
Excess of Revenues Over Expenditures	(\$70,989)	(\$728,245)	
Fund Balance 7/1/20	\$794,110	\$794,110	
	-----	-----	
Fund Balance 3/31/21	\$723,121	\$65,865	

AGENDA ITEM #XVII-A
 APRIL 27, 2021
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY21

LIABILITY, PROTECTION, AND SETTLEMENT FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2021

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,187,500	\$595,419	50.1%
Other	-	\$8,138	100.0%
-----	-----	-----	-----
Total Revenue	\$1,187,500	\$603,557	50.8%
EXPENDITURES:			

Salaries	\$307,024	\$225,561	73.5%
Employee Benefits	326,430	233,409	71.5%
Contractual Services	386,625	356,540	92.2%
Materials & Supplies	9,100	7,709	84.7%
Conference & Meetings	15,555	495	3.2%
Fixed Charges	186,917	187,697	100.4%
Utilities	2,745	3,155	114.9%
-----	-----	-----	-----
Total Expenditures	\$1,234,396	\$1,014,566	82.2%
Excess of Revenues			
Over Expenditures	(\$46,896)	(\$411,009)	
Fund Balance 7/1/20	\$308,564	\$308,564	
-----	-----	-----	
Fund Balance 3/31/21	\$261,668	(\$102,445)	

**AGENDA ITEM #XIX-B-1
APRIL 27, 2021
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLAND COMMUNITY COLLEGE DISTRICT #519 AND
THE HIGHLAND CUSTODIAL AND MAINTENANCE COUNCIL
LOCAL #1957, IFT/AFT/AFL-CIO**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached memorandum of understanding (MOU) approving a one-time vacation carryover of five additional days into FY22 for eligible union classified staff due to the COVID-19 pandemic. These days are in addition to the five days normally allowed for carryover in Policy 4.095. The additional days must be used by September 30, 2021. These days will not be automatically converted to sick leave.

BACKGROUND: Due to the COVID-19 pandemic, it has been difficult for employees to use their accrued vacation time. In May 2020, employees were granted the ability to carryover unused days until July 1, 2021. Due to the continuation of the pandemic and limitations to travel and other normal activities, some employees still have unusually high vacation balances.

BOARD ACTION: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLAND COMMUNITY COLLEGE DISTRICT #519
AND
THE HIGHLAND CUSTODIAL AND MAINTENANCE COUNCIL LOCAL #1957
IFT/AFT/AFL-CIO
April 2021

Issue: College Policy 4.095 – Leave, Vacation – Administrative/Professional/Classified Employees allows for classified, professional, and administrative staff to carry over five vacation days into the new fiscal year and that days in excess of five are automatically converted to sick leave. It also outlines that, if an employee fails to use the five carryover vacation days during the first six months of the next fiscal year, those days will automatically convert to sick leave days.

Due to the COVID-19 pandemic, it has been difficult for employees to use their accrued vacation time. In May 2020, employees were granted the ability to carryover unused days until July 1, 2021. Due to the continuation of the pandemic and limitations to travel and other normal activities, some employees still have unusually high vacation balances.

Purpose: The purpose of this MOU is to establish terms and conditions for a one-time vacation carryover.

Term: The MOU will remain in effect until September 30, 2021.

Agreement: The parties agree to a one-time vacation carryover of five additional days into FY22 for eligible union classified staff due to the COVID-19 pandemic. These days are in addition to the five days normally allowed for carryover in Policy 4.095. The additional days must be used by September 30, 2021. These days will not be automatically converted to sick leave.

Nothing in this MOU shall establish past practice or create precedent in dealing with future concerns, whether related to COVID-19 or other matters.

HIGHLAND COMMUNITY COLLEGE
DISTRICT #519

HIGHLAND CUSTODIAL & MAINTENANCE
COUNCIL, LOCAL 1957

Board Chair

Union President

Date

Date

**AGENDA ITEM #XIX-B-2
APRIL 27, 2021
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING (MOU) FOR SUMMER 2021 BETWEEN
HIGHLAND COMMUNITY COLLEGE AND
HIGHLAND COMMUNITY COLLEGE FACULTY SENATE,
AFFILIATED WITH AFT/IFT LOCAL 1957,
DUE TO THE COVID-19 NATIONAL PANDEMIC**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the attached Memorandum of Understanding (MOU) for Summer 2021 with the Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957, due to the COVID-19 national pandemic.

BACKGROUND: The disruption caused by the COVID-19 national pandemic impacted the ability to carry out certain aspects of the current contract with the Faculty. The attached Memorandum of Understanding outlines the terms agreed to that would address these issues for the Summer 2021 semester.

BOARD ACTION: _____

Memorandum of Understanding
Between
Highland Community College (Board of Trustees)
And
Highland Community College Faculty Senate, Affiliated with AFT/IFT Local
1957

May 24, 2021

Issue:

Due to conditions related to COVID-19, National Pandemic, and the current platform of educational services under the Illinois Governor's Executive Orders and Guidance from the Illinois Community College Board, the Faculty Senate and Highland's administration have agreed, via impact bargaining, to the following conditions for the COVID-19 situation.

Term: This M.O.U. will remain in full force and effect for not longer than August 15th, 2021.

Agreement: The parties agree to the following:

1. CDC, ICCB and IDPH guidelines will be adhered to and will guide and/or determine COVID-19 and safety-related decisions made by the College. CDC, ICCB and IDPH guidelines will be adhered to and will guide and/or determine COVID-19 and safety-related decisions made by the College. In making such decisions, the College will also give appropriate consideration to any issued Phase or Tier guidance issued by the Governor and/or IDPH applicable to the College's geographic area, in force at the time of any such decision. For example, if the Region is in Phase 2, interaction would be limited between persons and appropriate instruction moved online, either in online format or in a live-streaming format where a student attends class virtually. Similarly, if the region is moved to Phase 3, traditional face-to-face and live-stream blended instruction should take place following social distancing protocol. This protocol may be, but is not limited to:
 - a. A maximum of 10, or such number as may be identified in any Phase 3 guidance, people (including instructor) are allowed in an instructional area.

- b. A minimum of 6 feet of distance maintained between individuals.
- c. Use of properly-worn face coverings and hand hygiene.
- d. Equipment and workspaces will be sanitized using the protocol established by HCC Maintenance.

Finally, as an example under Phase 4, instruction would generally be permitted using face-to-face or live-stream blended courses and the maximum number of people allowed in an instructional area will be as identified by the established guidance, i.e. currently 50 people, 50% of the room's capacity, or the maximum number of people in a room to allow for 6-foot social distancing.

2. A Faculty member will be notified by the College where a Health Department or IDPH has provided sufficient information to make the College aware that the individual of concern had sufficient contact with the faculty member to be notified under contact tracing protocols. This will include notification, via email or phone when the College has been formally made aware that a student enrolled in a Faculty member's on-campus course has tested positive for COVID-19 or is deemed by a Health Department as a presumptive positive. Notification will not include the student's name other than where permitted by law.

3. If Faculty are asked to disinfect instructor workstations, they will be expected to clean consoles only, and the College will provide appropriate training, proper equipment and cleaning supplies.

4. As per CDC guidelines that suggest that high-touch surfaces be cleaned frequently, the College will commit to cleaning and disinfecting each scheduled classroom and bathroom, including instructor workstations, and desks/chairs, and common areas a minimum of once a day, and high-touch surfaces such as doorknobs/handles, common-area surfaces, light switches, elevator buttons, handrails, and bathroom touch surfaces will be disinfected a minimum of three (3) times each day.

5. Section caps for every face-to-face, hybrid and VM courses will be appropriately adjusted to accommodate classroom sizes and social distancing guidelines.

- a. Fully face-to-face classes that have more students than are allowed in their respective classrooms shall be moved to an appropriate classroom or split into the appropriate amount of sections required to fit their scheduled classrooms. Those sections will be loaded as separate classes for the faculty teaching said courses.

6. Remote work will be the standard for all non-classroom campus service, including office hours, should there be meetings with supervisors, etc. No Faculty member will be expected to attend face-to-face meetings or events.

7. Faculty who are teaching summer online, hybrid, and or VM Course will again receive \$10 per month for the months of May through August stipends for internet services.

8. Faculty will be provided with necessary equipment and adequate training for alternative delivery methods. Faculty members must request purchase of authorized equipment through the College. The College will purchase the equipment due to record keeping requirements. If for some reason the College cannot purchase the equipment and the Faculty member purchases authorized equipment, with approval of a purchase request, necessary for alternative delivery methods, the College will reimburse the entire amount of that purchase. If a Faculty member requires additional training that cannot be provided by the College, the College will pay for or reimburse the cost of said training.

9. Modifications to class modalities will be discussed and made in consultation with the division dean.

10. For the lab courses that extend beyond the end of the semester (August 15th).

a. Full-time faculty, providing the additional instruction for the identified lab courses, set forth in this MOU will receive compensation at the rate of \$60 per lab hour. This compensation will be paid in each pay period during which the lab make-up work is being taught.

b. The maximum number of students allowed to be enrolled in each lab section will be determined two weeks prior to the beginning of the extension period.

c. The Instructor shall apply appropriate safeguards, including use of social distancing where applicable, so that the maximum number of students physically allowed in the lab classroom at one time is in accordance with appropriate guidelines for the phase Region 1 is in at the time. Students not adhering to appropriate social distancing, masking, and other appropriate safeguards will be asked to leave the classroom until they are

willing to comply. The instructor may withdraw a student who refuses to comply with appropriate safeguards.

d. The class structure will be determined by the faculty member following consultation and agreement by the division Dean.

11. One (1) Faculty representative shall be identified by the Faculty Senate President and added to the Emergency Operations Team for the COVID-19 pandemic response. This appointment shall conclude upon cessation of IDPH's declaration of a public health crisis related to COVID-19.

12. Enrollment in all VM Course will not exceed the range of between 20-25 students, which number within the range will be based on agreement between the instructor and the division Dean with due consideration to the particular course. The maximum number established will not be exceeded unless by the consent of the instructor and the division dean.

13. No decisions made by the College occurring because of the COVID-19 pandemic situation will be considered to have established past practice unless otherwise agreed upon.

14. If an instructor who is teaching a face-to-face or VM course needs to move from the classroom to home in order to continue teaching, the instructor will not be required to take sick days. If a Faculty member, who has been on-campus teaching, is required to quarantine or has tested positive for COVID-19, but is asymptomatic, they may work remotely. During all such periods of remote work, the faculty member is not required to use sick days, provided they are continuing instruction remotely.

15. Both parties agree to revisit this agreement, should it be necessary, no later than August 1st, 2021 for the following academic semester.

Board Chair


Faculty Senate President