

**HIGHLAND COMMUNITY COLLEGE**  
District #519

**AGENDA**

Board of Trustees Meeting  
November 23, 2021 – 4:00 p.m.  
Robert J. Rimington Board Room (H-228)  
Highland Community College Student/Conference Center  
Freeport, Illinois

Public access to the meeting is provided online via  
<https://highland.zoom.us/j/87801809592?pwd=MmtXZlVWYWtZGp4M2xFc29DanOxZz09>  
or by phone at 312-626-6799 using meeting ID 878 0180 9592 and passcode 875675

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. **PUBLIC HEARING ON TAX LEVY**
- IV. Approval of Minutes: October 26, 2021 Special Board Meeting
- V. Public Comments
- VI. Introductions
- VII. Budget Report
- VIII. Foundation Report
- IX. Consent Items
  - A. Academic (None)
  - B. Administration (None)
  - C. Personnel
    - 1. Part-time Instructors, Overload, and Other Assignments (Page 1)
  - D. Financial (None)
- X. Main Motions
  - A. Academic (None)
  - B. Administration
    - 1. First Reading – Revised Policy 4.131: Leave, Family and Medical Leave Act (FMLA) (Page 3)
    - 2. First Reading – Revised Policy 4.20: Holidays Observed (Page 10)
    - 3. First Reading – Revised Policy Manual Appendix: Process for Presenting New Policies/Updates to PRC (Page 12)
    - 4. First Reading – Revised Policy on Policies (Page 14)
  - C. Personnel (None)

**Mission**

Highland Community College is committed to shaping the future of our 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.

D. Financial

1. Resolution Authorizing Project “Building W Roof Replacement” (Maintenance Barn) and to Authorize Approval of Health and Safety Tax Levy (Page 16)
2. Resolution Authorizing Project “Building N Microbiology Laboratory Renovation” and to Authorize Approval of Health and Safety Tax Levy (Page 19)
3. Education and Building Fund Levy (Page 22)
4. Insurance Levy (Page 25)
5. Audit Levy (Page 28)
6. Social Security and Medicare Levy (Page 30)
7. Resolution Identifying Work Contracts to an Installment Purchase Agreement Heretofore Entered into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois – 2014 Bond Issuance (Page 32)
8. Resolution Identifying Work Contracts to an Installment Purchase Agreement Heretofore Entered into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois – 2020 Bond Issuance (Page 36)
9. Renewal of Services Agreement with OculusIT (Page 41)
10. Payment of Bills and Agency Fund Report – October 2021 (Page 45)

XI. Reports

- A. Treasurer’s Report: Statements of Revenue, Expenditures, and Changes in Fund Balance (Page 47)
- B. Student Trustee
- C. Shared Governance (*included in President’s administrative report*)
- D. ONE Highland (*included in President’s administrative report*)
- E. Audit and Finance Committee
- F. ICCTA Representative
- G. Board Chair
- H. Administration (*included in administrative reports*)
- I. Strategic Plan (*included in Strategic Planning report*)

XII. CLOSED SESSION

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

### **XIII. ACTION, IF NECESSARY**

**A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity**

**1. President's Contract (Page 56)**

**B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees**

**1. Custodial/Maintenance Contract (Page 69)**

**XIV. Old Business**

**XV. New Business**

**XVI. Dates of Importance**

**A. Next Quarterly Board Retreat – December 8, 2021 at 8:00 a.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center**

**B. Next Regular Board Meeting – January 25, 2022 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228)**

**XVII. Adjournment**

**AGENDA ITEM #IX-C-1  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

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

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

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

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

Fall 2021				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
<b>Misellaneous</b>								
Hailey	Clem			Upward Bound Tutor	TBD		\$11.00	TBD
Cindy	Bielfeldt	3693	PERS036MC	Resin Jewelry	6		\$25.00	\$150.00
Cindy	Bielfeldt	3688	PERS036KC	Decorative Tray	3		\$30.00	\$90.00
Susie	Dvorak	3696	PERS037NC	History of Stephenson County F	1		\$25.00	\$25.00
Amy	Goldberg	3680	PERS036JC	Learn to Play Mah Jongg	8		\$25.00	\$200.00
Joseph	DeParasis	3237	EQUI147HB	Stable Mgmt II		2.9	\$573.00	\$1,661.70
Yodi	York	3780	ECE214Y1B	Family Child Care Env		3	\$490.00	\$1,470.00
Mark	Peterson	3691	PERS037KC	Korean War	1.5		\$27.50	\$41.50
Mark	Peterson	3702	PERS037QC	New France	1.5		\$27.50	\$41.25
Roger	Goodspeed	3660	PERS036AC	Beg Watermedia Workshop				\$500.00
Roger	Hicks	3906	WFD048A	Intro to Welding Custom				\$900.00
Kay	Sperry	3555	HLTH101Y1	Intro to Health Care Delivery		1.75	\$1,452.47	\$2,541.82
						0.25	\$1,584.51	\$396.13
Cassie	Mekeel	3177	NURS109HE	BNA		1.66	\$1,320.43	\$2,191.92
						3	\$1,452.47	\$4,357.41
						0.84	\$1,584.51	\$1,330.99
Chad	Boudreau	3657	HLTS212	First Aid		2	\$573.00	\$1,146.00
Pete	Norman	3317	PHYD222	Weight Training		1.4	\$660.22	\$924.31
Brady	Scheider			Assistant Baseball Coach				\$4,500.00
Kristl	Fransen			MAC Lab		2.5	\$505.00	\$1,262.50
Nancy	Luepke			MAC Lab		2	\$515.00	\$860.05*
Nancy	Luepke			MAC Lab		2	\$515.00	\$345.05*
Nancy	Luepke			MAC Lab		2	\$515.00	\$684.95*
Ellen	McGinnis			MAC Lab		2	\$515.00	\$684.95*
Ellen	McGinnis			MAC Lab		2	\$515.00	\$860.05*
Ellen	McGinnis			MAC Lab		2	\$515.00	\$684.95*
Kathy	Sleezer			MAC Lab		2	\$568.00	\$568.00*
Mark	Miller			MAC Lab		2	\$568.00	\$1,136.00
Mark	Miller			MAC Lab		2	\$568.00	\$948.56*
Chane	Oosthuizen			Cosmetology Part Time Instructor	TBD		\$25.73	TBD
Melissa	Johnson	3345	ECE213Y1	Incl Env for Inf/Tod		3	\$660.22	\$1,980.66
Melissa	Johnson			Faculty work on PDG B5				\$500.00
<b>Other Assignments</b>								
Eric	Norman			Drove men's Basketball team to Vincennes, IN				\$ 200.00
Kelly	Ellinor			Worked scorer's table for Volleyball games in October				\$ 150.00
Linda	Foat			Labor for War of the Worlds				\$ 900.00
Bill	Pospischil			Worked scorer's table for Volleyball games in October				\$ 150.00
Morgan	Wagner			Worked scorer's table for Volleyball games in October				\$ 150.00

**AGENDA ITEM #X-B-1  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – REVISED POLICY 4.131  
LEAVE, FAMILY AND MEDICAL LEAVE ACT (FMLA)**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves for first reading revised policy 4.131, Leave, Family and Medical Leave Act (FMLA), which is included in Chapter IV, Personnel, of the policy manual.

**BACKGROUND:** The recommended change to Policy 4.131 is being made in response to a new Public Community College Act Section 3-29.1a. The Section reduces the minimum number of hours worked to be eligible for FMLA leave to 1,000 (Illinois law) rather than 1,250 (federal law). There are no other changes to eligibility requirements or to the rest of the policy.

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

4.131 Leave, Family and Medical Leave Act (FMLA) (Revised 09/21/2021)

The College may grant family or medical leave of absence, or both, for eligible employees for up to 12 weeks per year (52 consecutive weeks). For purposes of this policy, the family or medical leave year will commence on the first day that family or medical leave is taken. FMLA also provides military caregiver leave for up to 26 weeks during a "single 12-month period" for the care of a covered service member with a serious injury or illness. A leave taken under this policy must be a qualified leave reason as defined below.

A. Qualified Leave Reasons:

The college will grant FMLA leave to eligible employees for the following reasons:

1. The employee's serious health condition which is defined as:
  - a. an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider; and
  - b. the condition prevents the employee from performing the essential functions of the employee's job.
2. Pregnancy or pregnancy-related conditions that prevent the employee from performing the essential functions of her position.
3. The birth of a child and to bond with the newborn child within one year of birth.
4. Placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
5. Care of the employee's spouse, child, or parent with a serious health condition which is defined as:
  - a. an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition; and
  - b. the condition prevents the qualified family member from participating in school or other daily activities.
6. A "qualifying exigency" relating to the active-duty status or call to active-duty in the National Guard or Reserves of a spouse, son, daughter, or parent of the employee. Qualifying exigencies include:
  - a. short-notice deployment (i.e., seven or less days of notice) for up to seven days;
  - b. military events and related activities;
  - c. to arrange for childcare, or provide childcare on an urgent basis, or for school activities;
  - d. to make financial or legal arrangements;

- e. to attend counseling;
  - f. to spend time with the service member while on short-term leave for up to five days;
  - g. for post-deployment activities for a period of 90 days following the termination of the covered military member's active duty status; and
  - h. other events that the employee and college agree is a qualifying exigency.
7. Care is required for a child, parent, spouse or next of kin who is a member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status on the temporary disability retired list as a result of a serious injury or illness incurred in the line of duty on active. A serious injury or illness may also result from the aggravation of a pre-existing condition in the line of duty on active duty. A serious injury or illness is defined as one that may render the service member medically unfit to perform the duties of the member's office, grade, rank or rating.
8. Care is required for a child, parent, spouse or next of kin who is a recent veteran as a result of a serious injury or illness incurred in the line of duty on active. The veteran's discharge must have been other than dishonorable and occurred within a five-year period prior to the date the leave is to begin. Serious injury or illness is defined for a veteran as:
- a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
  - b. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or more and the need for care is related to that condition; or
  - c. a physical or mental condition because of a disability or disabilities related to military service that substantially impairs the veteran's ability to work, or would do so absent treatment; or
  - d. an injury for which the veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

Civil union partners and domestic partners are not covered under Federal law and therefore are excluded from this policy.

#### **B. Compensation and Benefits During Family and Medical Leave:**

Unused leave days (sick leave, compensatory, vacation, personal days) must be used concurrently with FMLA. When leave days have been exhausted, an employee on FMLA may request approval for a withdrawal of days from the Sick Leave Bank, following Sick Leave Bank guidelines, if they are an eligible participant. Requests for Sick Leave Bank days can only be made if the leave is for their own serious medical condition. The employee on leave will work with Human Resources to



request a withdrawal of days from the Sick Leave Bank. Any portion of the FMLA period for which leave or Sick Leave Bank days are not available will be unpaid.

An approved leave of absence pursuant to this policy will not, however, result in the loss of any employment benefit that may have accrued before the date the leave of absence started. During the period of any unpaid leave of absence under this policy, an employee must arrange with the College's Human Resources Office to pay the premium contributions for continuation of his or her group insurance coverages, if applicable. Responsibility for payment of any obligations previously deducted from regular biweekly pay checks, such as payroll deductions for LTD, 403(b), YMCA, Foundation contribution, union dues, etc., rests with the employee.

C. Eligibility for Family and Medical Leave of Absence:

To be eligible for a leave of absence under this policy, an employee must have been employed by the College for at least 12 months and must have worked at least ~~1,250~~ 1,000 hours during the 12-month period preceding the commencement of the leave of absence. Thus, new employees and most part-time employees are not entitled to family or medical leave of absence.

D. Application for Leave/Notice by Employee:

Any employee who desires a leave of absence pursuant to this policy must notify the Human Resources Office as soon as practicable.

A leave of absence pursuant to this policy may be taken by an employee on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary and as a result of an employee's serious health condition or that of his or her spouse, child, or parent. Leave due to qualifying exigencies may also be taken on an intermittent basis. The College may consider requests for intermittent or reduced leave in conjunction with the birth, adoption or foster placement of a child, but the College is not obligated to grant such requests and will do so based on the supervisor's discretion.

E. Certification Procedure (non-military):

Every request for a Leave of Absence pursuant to this policy must include completion of the appropriate certification document and delivery of any required supporting documents (except when the reason for the requested leave of absence is the birth of a child or the placement of a child for adoption or foster care).

To request leave for an employee's own serious health condition, form WH-380-E must be completed by the employee's health care provider. The employee must submit the written medical certification *within 15 calendar days of the date the certification is requested by Highland.*

In its discretion, and at its own expense, the College may require a second medical opinion after an employee submits a medical certification. If the second medical opinion differs from the original medical certification, the College may require the employee to submit to examination by a third physician, the identity of whom will be agreed upon by the College and the employee requesting the leave of absence. The College may require periodic recertification by an employee's medical care provider when the College in its discretion deems recertification is warranted.

To request leave for the serious health condition of a qualified family member, form WH-380-F must be completed by the employee and the family member's health care provider. The employee must submit the written medical certification ***within 15 calendar days of the date the certification is requested by Highland.***

FMLA certification forms are available in Human Resources.

F. Certification Procedures (military caregiver or qualified exigency):

Every request for a Leave of Absence pursuant to this policy must include completion of the appropriate certification document and delivery of any required supporting documents.

To request leave for a "qualifying exigency" due to a spouse, son, daughter or parent's active duty service, an employee is required to complete form WH-384 and submit the form along with supporting documents ***within 15 calendar days of the date the certification is requested by Highland.***

To request leave to care for an injured service member (defined as spouse, child, parent or "next of kin") form WH-385 must be completed by the employee and the family member's health care provider. The employee must submit the written medical certification ***within 15 calendar days of the date the certification is requested by Highland.***

FMLA certification forms are available in Human Resources.

G. Approval/Denial of Leave

Once the College is aware of the request for FMLA, a "Notice of Eligibility and Rights and Responsibilities" form will be provided to the employee to establish eligibility and request additional documentation, if necessary, to determine whether the leave qualifies under FMLA. Once sufficient documentation is provided, the College will designate the requested leave accordingly within five business days through the "Designation Notice" form, absent extenuating circumstances.

#### H. Conditions of Family and Medical Leave of Absence:

The following conditions apply to a leave of absence pursuant to this policy:

1. In its discretion, the College may require an employee taking an approved leave of absence to periodically report on his or her status and intention to return to work.
2. The College may contact the provider to authenticate or clarify information contained in the medical certification. Additionally, the College may contact the appropriate unit of the Department of Defense to confirm that the covered military member is on active duty or call to active duty status.
3. An employee taking an approved leave of absence may not work for another employer performing the same or similar duties that the employee's medical certification form states he or she is unable to perform. If an employee engages in the same or similar duties for another employer that have been restricted by a medical provider during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the College.
4. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, the College may require the employee to temporarily transfer to an alternative position that accommodates the employee's recurring absences or part-time schedule.
5. Spouses that are both employed by the College are entitled to 12 weeks of leave in total, rather than 12 weeks leave of absence each (or 26 weeks in total in the case of caring for a covered service member) if the leave is for the birth or care of a child, the placement of a child for adoption or foster, or a qualifying military exigency.
6. If at the time of applying for a leave of absence or during the leave of absence the employee intends not to return to work or decides not to return to work after completion of the leave of absence the employee will be liable to and required to reimburse the College for the cost of payments made to maintain the employee's benefits during an unpaid portion of the leave of absence, unless the failure to return to work was due to the recurrence or onset of a serious health condition, or was otherwise beyond the employee's control. If the employee decides not to return to work, they have the ability to continue any health insurance coverage for 18 months from the date benefits are terminated under COBRA.

7. Engaging in fraud, misrepresentation or providing false information to the College or any health care provider is prohibited. If an employee is found to have engaged in this behavior, they may be subject to discipline, up to and including termination. If the employee is terminated, the employee would not be eligible to continue health insurance under COBRA.

I. Conditions if on FMLA to Care for Injured Service Member under National Defense Authorization Act:

The law provides that leave taken under this section is only available during a single 12-month period. Additionally, employees who utilize this provision are eligible for a combined total of 26 weeks of FMLA leave. For example, an employee who, in a single 12-month period, has already taken 12 weeks of FMLA leave for the birth of a child would be entitled to only 14 additional weeks to care for a "covered service member." When both husband and wife work for the same employer, the total amount of available leave to which both are entitled is limited to a combined total of 26 workweeks. In addition, the provisions under numbers H1, 2, 3, 4, 6 and 7 above apply to this section.

J. Return From an Approved Family and Medical Leave of Absence:

Upon returning from an approved leave of absence granted as a result of an employee's own serious health condition, an employee must present written medical certification from his or her medical care provider stating that he or she is able to perform the essential functions of his or her job with or without reasonable accommodation. At that time, the College will place the employee in his or her former position. If the former position is not available, the employee will be placed in an equivalent position with equivalent compensation and benefits. If an employee does not return to work on the agreed upon date, the employee will be considered to have voluntarily terminated his or her employment. If leave extends beyond 12 weeks, the employee can request leave under policy 4.13 (Leave of Absence).

With respect to "highly paid" or "key" employees, there may be circumstances where no positions are available upon the expiration of his or her leave of absence. In such circumstances, the employee will be terminated from the College. A "key" or "highly paid" employee is a salaried Highland employee who is among the highest paid 10 percent of those Highland employees (salaried or hourly) working within 75 miles of the College location at which the employee is assigned.

**AGENDA ITEM #X-B-2  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – REVISED POLICY 4.20  
HOLIDAYS OBSERVED**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves for first reading revised policy 4.20, Holidays Observed, which is included in Chapter IV, Personnel, of the policy manual.

**BACKGROUND:** The recommended change to Policy 4.131 is being made in response to Public Act 102-334, Juneteenth Holiday (effective August 9, 2021), which amends the State Commemorative Dates Act (SCDA), the Election Code, the Illinois Procurement Code, the Illinois School Code, and the Illinois Promissory Note & Bank Holiday Act. It recognizes the 19th day of June as a holiday to be observed throughout the State. When June 19th falls on a Saturday or Sunday, neither the preceding Friday nor the following Monday shall be held or considered as a paid holiday (per the SCDA.) For 2022, June 19 falls on a Sunday. The Juneteenth holiday may be observed with suitable observances and exercises by civic groups and the public and citizens of the State are urged to reflect on the suffering endured by early African-Americans and to celebrate the unique freedom and equality enjoyed by all State citizens today.

Highland will add the Juneteenth holiday as one of the holidays, which may be selected as one of 11 paid holidays. Even though when the holiday falls on the weekend it is not included in the State Act, we will leave the weekend consistent with other holidays. The federal observation of the Juneteenth holiday applies this standard.

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

**4.20 Holidays Observed (Revised 09/21/2021)**

The following days are recognized as holidays, at least eleven of which shall be observed each year: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Washington's Birthday, Casimir Pulaski's Birthday, Good Friday, Memorial Day, Independence Day, Juneteenth Day, Labor Day, Columbus Day, Veteran's Day, the day preceding Thanksgiving, Thanksgiving, the Friday following Thanksgiving, Christmas, and the day preceding Christmas.

If the holiday falls on a Saturday, it will be observed at Highland Community College on the preceding Friday, and if the Holiday is on a Sunday, it will be observed at Highland Community College on the following Monday. Holidays to be observed are listed in the academic calendar. Where an employee has an assigned weekly work schedule other than Monday through Friday and holiday observed by the College falls on one of the assigned non-work days, the employee's supervisor will schedule the workday either immediately before or after the holiday to be observed as the holiday for this employee.

**AGENDA ITEM #X-B-3  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

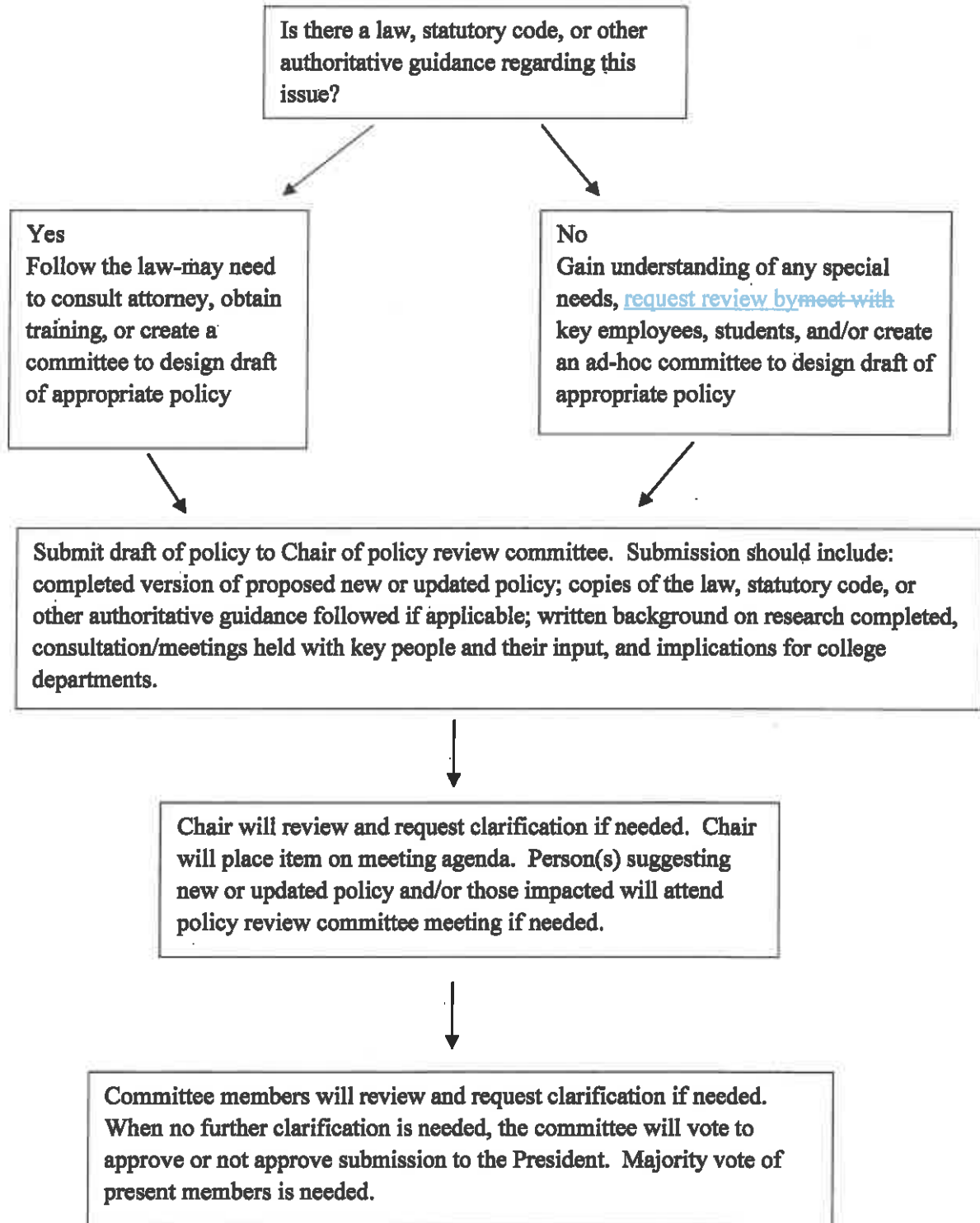
**FIRST READING – REVISED POLICY MANUAL APPENDIX  
PROCESS FOR PRESENTING NEW POLICIES/UPDATES TO PRC**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves for first reading the attached revised appendix to the Policy Manual, Process for Presenting New Policies/Updates to PRC.

**BACKGROUND:** As part of the regular review of policies and appendices, the Policy Committee has reviewed the attached appendix and has made the proposed revision, as indicated with underlining.

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

**Process for presenting new policies/updates to PRC**  
 Reviewed ~~July, 2018~~ October, 2021





**AGENDA ITEM #X-B-4  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**FIRST READING – REVISED POLICY ON POLICIES**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves for first reading the attached revised Policy on Policies.

**BACKGROUND:** As part of the regular review of policies and appendices, the Policy Committee has reviewed the attached Policy on Policies and has made the proposed revisions, as indicated with underlining.

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

**POLICY ON POLICIES**

(reaffirmed ~~9/18/18~~)

- A. The policies adopted by the Board of Trustees of Highland Community College for District 519 have been written to be consistent with the provisions of law, but do not encompass all laws relating to the District's activities. All members of the academic community shall be expected to know and shall be held responsible for observing all provisions of these policies pertinent to their specific activities.
- B. The Office of the Vice President/~~CFO~~ of Administrative Services will maintain the Policy Manual. The current Policy Manual is available in the College Library and divisional offices, as well as on the ~~MyHCC~~ staff portal and the G: drive. Portions of the College catalog shall also be designated as a statement of College policy.
- C. Any policy may be temporarily suspended, on an emergency basis only, by a majority vote of a quorum of the Board of Trustees, which vote will be taken by roll call and will be entered in the minutes of the meeting.
- D. The policies governing the District may be adopted or amended by a majority vote of a quorum of the Board of Trustees. Amendment to a policy will be made by the repeal of an existing policy and/or the enactment of a new or additional policy. No change will be both introduced and acted upon at the same meeting of the Board, unless emergency dictates immediate passage. Vote on the change will be taken by roll call and entered in the minutes of the meeting.
- E. The Policy Manual will undergo continuous review by the Board, Administration, and the Policy Review Committee.
- F. Requests for new and revised policies will be directed to the Policy Review Committee Chairperson in accordance with the "Process for presenting new policies/updates to PRC" in the Appendix.
- G. No policy shall be established which is known to conflict with Federal, State or local statutes. If any policy is found to so conflict, it shall be determined null and void until such time as it is rewritten to conform to legal statutes.
- H. The operation of the College, whether or not any action is covered by the stated Policies of the Board, shall be subject to the policy of the Illinois Community College Board, local, State, and Federal statutes and the United States Constitution.
- I. Any use or interpretation of the Policies as herein set forth is subject to appeal to the Board of Trustees through established procedures.

**AGENDA ITEM #X-D-1  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING PROJECT “BUILDING W ROOF REPLACEMENT”  
(MAINTENANCE BARN) AND TO AUTHORIZE APPROVAL OF  
HEALTH AND SAFETY TAX LEVY**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the attached Resolution authorizing a Protection, Health, and Safety project for Building W Roof Replacement (Maintenance Barn) in the amount of \$235,000 and approves a levy of health and safety funds to finance the project.

**BACKGROUND:** The existing roof on Building W (Maintenance Barn) was installed in 2004 with interlocking asphalt shingles. The roofing materials have begun to rapidly create a high likelihood of leaking. The new roof will consist of metal shingles with a granular coating. This will provide an aesthetically pleasing look while providing for a much longer roof life than with asphalt-based shingles.

This project will be funded with Protection, Health, and Safety monies. In accordance with the Community College Act, a tax will be levied for tax year 2021 that will not require extension of a tax rate in excess of .05% of the value of all taxable property in the District. It is estimated that the total levy will amount to \$915,000, with the Building W (Maintenance Barn) Roof Replacement amounting to \$235,000. An additional project, Project Building W Roof Replacement, amounting to \$680,000, is also being recommended as a health and safety project.

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

**RESOLUTION AUTHORIZING PROJECT “BUILDING W ROOF REPLACEMENT”  
AND TO AUTHORIZE  
APPROVAL OF HEALTH AND SAFETY TAX LEVY**

WHEREAS, the Board of Trustees of Community College District No. 519, counties of Stephenson, Ogle, Jo Daviess, and Carroll, and State of Illinois (Highland Community College) previously retained the services of the architectural firm of Richard L. Johnson Associates to review health and safety issues on the Highland Community Campus; and,

WHEREAS, Richard L. Johnson Associates has now had the opportunity to review the conditions and consider possible recommendations for reduction of potential health and safety issues on campus; and,

WHEREAS, Richard L. Johnson Associates recommends completion of Project Building W Roof Replacement, a project which will substantially upgrade the College’s Building W Roof; and,

WHEREAS, Richard L. Johnson Associates has opined that the project meets the codes and standards required in Illinois Community College Board Rule 1501.603 and the qualifications for an eligible protection health and safety project as defined in Section 3-20.3.01 of the Public Community College Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees as follows:

**SECTION 1:** The preambles to this Resolution are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.

**SECTION 2:** Project Building W Roof Replacement is approved and the administration is directed to undertake all steps necessary to begin the contracting process, including, but not limited to any requests for proposals or preparation of competitive bid solicitation documents.

**SECTION 3:** The Board of Trustees approves this project after review and consideration of the available funds for such project.

**SECTION 4:** To finance the Project, the Board of Trustees hereby levies upon all the taxable property of the District, at the full cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021, to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23 as a special tax for health and safety purposes in the amount not to exceed the sum of \$915,000 exclusive of fees or costs of collection.

**SECTION 5:** The provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder.

**SECTION 6:** The Board Secretary is hereby directed to make this Resolution available to the public, publish as needed with respect to tax levies, and to file a certified copy with the appropriate County Clerks.

**SECTION 7:** This Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Board of Trustees of the Highland Community College on the 23rd day of November, 2021.

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Chairman

ATTEST:

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Secretary

**AGENDA ITEM #X-D-2  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING PROJECT “BUILDING N MICROBIOLOGY  
LABORATORY RENOVATION” AND TO AUTHORIZE APPROVAL OF  
HEALTH AND SAFETY TAX LEVY**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the attached Resolution authorizing a Protection, Health, and Safety project for Building N Microbiology Laboratory Renovation in the amount of \$680,000 and approves a levy of health and safety funds to finance the project.

**BACKGROUND:** The current Microbiology Laboratory is part of the original construction of the 1971 Natural Science building. Student work spaces, storage, and preparation areas have become outdated and no longer meet the needs of our students and faculty. The space does not meet current ADA standards, and flooring and other materials within the space contain asbestos.

This project will be funded with Protection, Health, and Safety monies. In accordance with the Community College Act, a tax will be levied for tax year 2021 that will not require extension of a tax rate in excess of .05% of the value of all taxable property in the District. It is estimated that the total levy will amount to \$915,000, with the Project Building N Microbiology Laboratory Renovation amounting to \$680,000. An additional project, Building W (Maintenance Barn) Roof Replacement, is also being recommended as a health and safety project.

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

**RESOLUTION AUTHORIZING PROJECT “BUILDING N MICROBIOLOGY LABORATORY RENOVATION” AND TO AUTHORIZE APPROVAL OF HEALTH AND SAFETY TAX LEVY**

WHEREAS, the Board of Trustees of Community College District No. 519, counties of Stephenson, Ogle, Jo Daviess, and Carroll, and State of Illinois (Highland Community College) previously retained the services of the architectural firm of Richard L. Johnson Associates to review health and safety issues on the Highland Community Campus; and,

WHEREAS, Richard L. Johnson Associates has now had the opportunity to review the conditions and consider possible recommendations for reduction of potential health and safety issues on campus; and,

WHEREAS, Richard L. Johnson Associates recommends completion of Project Building N Microbiology Laboratory Renovation, a project which will substantially upgrade the College’s Microbiology Laboratory and result in ADA compliance; and,

WHEREAS, Richard L. Johnson Associates has opined that the project meets the codes and standards required in Illinois Community College Board Rule 1501.603 and the qualifications for an eligible protection health and safety project as defined in Section 3-20.3.01 of the Public Community College Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees as follows:

**SECTION 1:** The preambles to this Resolution are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.

**SECTION 2:** Project Building N Microbiology Laboratory Renovation is approved and the administration is directed to undertake all steps necessary to begin the contracting process, including, but not limited to any requests for proposals or preparation of competitive bid solicitation documents.

**SECTION 3:** The Board of Trustees approves this project after review and consideration of the available funds for such project.

**SECTION 4:** To finance the Project, the Board of Trustees hereby levies upon all the taxable property of the District, at the full cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021, to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23 as a special tax for health and safety purposes in the amount not to exceed the sum of \$915,000 exclusive of fees or costs of collection.

**SECTION 5:** The provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder.

**SECTION 6:** The Board Secretary is hereby directed to make this Resolution available to the public, publish as needed with respect to tax levies, and to file a certified copy with the appropriate County Clerks.

**SECTION 7:** This Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Board of Trustees of the Highland Community College on the 23rd day of November, 2021.

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Chairman

ATTEST:

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Secretary



**AGENDA ITEM #X-D-3  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**EDUCATION AND BUILDING FUND LEVY**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the attached Resolution providing for the levy of educational purposes taxes in the amount of \$5,660,000 and building purposes taxes in the amount of \$1,525,000 for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23.

**BACKGROUND:** The Board has complied with State law in adopting a Tentative Budget, in accordance with State law allowing 30 days or more after adopting such Tentative Budget during which time the public could inspect such budget, setting a public hearing date and then approving adoption of the Official Budget after the public hearing.

A certificate of levy must be signed and delivered to each of the county clerks in District #519 on or before Tuesday, December 28th, which is the last Tuesday in December.

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

**RESOLUTION PROVIDING FOR LEVY OF TAXES**

**RESOLUTION PROVIDING FOR LEVY OF TAXES BY THE BOARD OF COMMUNITY COLLEGE DISTRICT NO. 519, COUNTIES OF STEPHENSON, OGLE, JO DAVIESS AND CARROLL, AND STATE OF ILLINOIS FOR THE YEAR 2021 TO BE COLLECTED IN THE YEAR 2022; AND THAT THE LEVY FOR THE YEAR 2021 BE ALLOCATED 50% FOR FY22 AND 50% FOR FY23.**

**WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois, has caused a budget for said College for said fiscal year to be prepared in tentative form by persons designated by said Board; and,**

**WHEREAS, said budget in tentative form was made conveniently available to public inspection for at least thirty days prior to final action thereon; and,**

**WHEREAS, on September 28, 2021 a public hearing was held as to such budget prior to final action thereon, pursuant to notice of such public hearing given by publication in a newspaper published in said District prior to the time of such hearing as required by law, and all other legal requirements have been complied with; and,**

**WHEREAS, an Annual Budget which said Board deems necessary to defray all necessary expenses and liabilities of said College District and which specifies the objects and purposes for the fiscal year beginning July 1, 2021, and ending June 30, 2022, was duly adopted by Resolution of said Board passed and in effect on September 28, 2021;**

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois:**

**Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23, as a special tax for educational purposes the sum of \$5,660,000 not including fees or costs of collection;**

**Section II -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23 as a special tax for building purposes the sum of \$1,525,000 not including fees or costs of collection;**

**Section III -- That the Chairman and Secretary of said Board be and they hereby are authorized to sign a certificate of levy for said District and to deliver one of such certificates to each of the county clerks of the counties in which a part of the District is situated, being the Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois, on or before Tuesday, December 28th (the last Tuesday in December 2021).**

**AGENDA ITEM #X-D-4  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**INSURANCE LEVY**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the attached Resolution providing for a special tax levy in the amount of \$1,100,000 to cover the cost of purchasing insurance under 745 ILCS 10/9-107 of the Tort Immunity Act, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23.

**BACKGROUND:** 745 ILCS 10/9-107, Illinois Compiled Statutes states in part:

A local public entity may levy or have levied on its behalf taxes annually upon all taxable property within its territory at a rate that will produce a sum which will be sufficient to pay the cost of settlements or judgments under Section 9-102, to pay the costs of protecting itself or its employees against liability under Section 9-103, to pay the costs of and principal and interest on bonds issued under Section 9-105, to pay tort judgments or settlements under Section 9-104 to the extent necessary to discharge such obligations. Provided it complies with any other applicable statutory requirements, the local public entity may self-insure and establish reserves for expected losses for any liability for which the local public entity is authorized to levy or have levied on its behalf taxes for the purchase of insurance or payment of judgments or settlements under this Section. The decision of the Board to establish a reserve shall be based on reasonable evidence.

Funds raised pursuant to this Section shall be used only to purchase insurances, to purchase claims services, to pay for judgments or settlements, or to otherwise provide protection to the local public entity or its employees against liability under this Act or the Workers' Compensation, Occupational Diseases or Unemployment Insurance Acts.

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

**RESOLUTION PROVIDING FOR  
LEVY OF TAXES FOR INSURANCE PURPOSES**

WHEREAS, the State of Illinois, in 745 ILCS 10/9-107, of the Illinois Compiled Statutes, provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of purchasing insurance under Sections 9-102, 9-103, 9-104 and 9-105 and 9-106; and,

WHEREAS, any tax levied under these Sections shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes; and,

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois has adopted a Resolution on November 23, 2021, to levy taxes to pay insurance costs of the District as described in 745 ILCS 10/9-107;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23 as a special tax for insurance purposes the sum of \$1,100,000 not including fees or costs of collection.

The levy \$1,100,000 consists of levies as follows:

Unemployment Insurance	\$20,000
Workers' Compensation	47,105
Security/Safety Services	814,832
Legal Liability	<u>218,063</u>
 Total Levy	 <u>\$1,100,000</u>

Insurance Tax Levy Continued

Any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or may hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes.

For purposes of the attached levy, we have included the following insurance premiums deemed to fall within the appropriate section of the State Statute.

Unemployment Insurance  
General Liability Insurance  
Umbrella Insurance  
Workers' Compensation Insurance  
Security/Safety Services  
Legal Liability  
Cyber Liability

**AGENDA ITEM #X-D-5  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**AUDIT LEVY**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the attached Resolution providing for a special tax levy in the amount of \$52,000 to cover the cost of an annual audit under 110 ILCS 805/3-22.1 of the Public Community College Act of the State of Illinois, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23.

**BACKGROUND:** The law states:

The expenses of the audit and investigation of public accounts provided by this Act, whether ordered by the governing body or the Comptroller, shall be paid by the governmental unit for which the audit is made. Payment shall be ordered by the governing body out of the funds of the unit and such authorities shall make provision for payment. Contracts for the performance of audits required by this act may be entered into without competitive bidding. If the audit is made by a licensed public accountant retained by the Comptroller, the governmental unit shall pay to the Comptroller actual compensation and expenses to reimburse him for the cost of making such audit.

The governing body of any governmental unit having taxing powers may levy an auditing tax in an amount that will not require extension of such tax at a rate in excess of .005% of the value of all taxable property in the unit as equalized or assessed by the Department of Revenue. This auditing tax may be in excess of or in addition to any statutory limitation of rate or amount. Money received from the auditing tax shall be held in a special fund and used only for the payment of auditing expenses.

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

**RESOLUTION PROVIDING FOR  
LEVY OF TAXES FOR AUDIT PURPOSES**

WHEREAS, the State of Illinois, in 110 ILCS 805/3-22.1 of the Public Community College Act of the State of Illinois, provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of auditing under 110 ILCS 805/3-22.1; and,

WHEREAS, any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes; and,

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and the State of Illinois desires to levy taxes to pay audit costs of the District as described in 110 ILCS 805/3-22.1;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23 as a special tax for audit purposes the sum of \$52,000 not including fees or costs of collection.

Any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or may hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes.



**AGENDA ITEM #X-D-6  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**SOCIAL SECURITY AND MEDICARE LEVY**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the attached Resolution providing for a special tax levy in the amount of \$160,000 to cover the cost of Social Security and Medicare under 40 ILCS 21-101 of the Social Security Enabling Act for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23.

**BACKGROUND:** 40 ILCS 21-101 of the Illinois Compiled Statutes provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of Social Security and Medicare.

Funds raised pursuant to this section shall be used only for the stated purpose.

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

**RESOLUTION PROVIDING FOR  
LEVY OF TAXES FOR SOCIAL SECURITY AND MEDICARE PURPOSES**

WHEREAS, the State of Illinois, in 40 ILCS 21-101, of the Illinois Compiled Statutes, provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of Social Security and Medicare; and,

WHEREAS, any tax levied under these Sections shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes; and,

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois has adopted a Resolution on November 23, 2021, to levy taxes to pay Social Security and Medicare costs of the District as described in 40 ILCS 21-101;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair cash value thereof as equalized or assessed by the Department of Revenue, for the year 2021 to be collected in the year 2022; and that the levy for the year 2021 be allocated 50% for FY22 and 50% for FY23 as a special tax for Social Security and Medicare purposes the sum of \$160,000 not including fees or costs of collection.

Any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or may hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes.

**AGENDA ITEM #X-D-7  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION IDENTIFYING WORK CONTRACTS TO AN INSTALLMENT  
PURCHASE AGREEMENT HERETOFORE ENTERED INTO BY  
COMMUNITY COLLEGE DISTRICT NO. 519, COUNTIES OF STEPHENSON, OGLE,  
JO DAVIESS AND CARROLL AND STATE OF ILLINOIS  
2014 BOND ISSUANCE**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approve the following Resolution:

RESOLUTION identifying work contracts to an Installment Purchase Agreement heretofore entered into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

**BACKGROUND:** As part of the 2014 bond issuance in the amount of \$3,300,000, the College adopted a Resolution on July 15, 2014, to provide for the issuance of debt certificates. The debt certificate Resolution included a requirement for the Board to consider the attached Resolution, which “identifies all or a designated portion of each Work Contract to the Installment Purchase Agreement between the District and the Seller-Nominee of the Project”. In other words, the Board must periodically approve a listing that specifies the purchases made with funds received as part of the bond issuance process to renovate, equip, or improve the College.

The attached Resolution includes a listing of expenditures made (by project), the contractor or vendor to whom the payment was made, and the amount of such payments for the period November 1, 2020, through October 31, 2021. (The Board approved a Resolution in November 2015 for expenses through September 30, 2015, in August 2016 for expenses from October 1, 2015, through June 30, 2016, in June 2017 for expenses from July 1, 2016, through May 31, 2017, in February 2018 for expenses from June 1, 2017, to January 31, 2018, in June 2019 for expenses from February 1, 2018, through May 31, 2019, and in November 2020 for expenses from June 1, 2019, through October 31, 2020.) Multiple payments to one vendor for a particular project are combined. All payments have already been approved by the Board through the monthly approval of the payment of bills. The College has followed any other necessary state regulations or Board policies related to purchasing and selection of vendors. The attached Resolution simply identifies the expenses as those made with funds received as part of the bond issuance process, as required.

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

**RESOLUTION identifying work contracts to an Installment Purchase Agreement heretofore entered into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.**

\* \* \*

**WHEREAS, Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the “*District*”), is a Community College District of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), and all other Omnibus Bond Acts of the State of Illinois, in each case, as supplemented and amended (collectively “*Applicable Law*”); and**

**WHEREAS, on the 15th day of July, 2014, the Board of Trustees of the District (the “*Board*”) adopted a resolution (the “*Certificate Resolution*”) entitled:**

**RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, and for the issue of not to exceed \$3,250,000 Debt Certificates, Series 2014, of said Community College District, evidencing the rights to payment under said Agreement, and providing for the security for and means of payment under said Agreement of said Certificates.**

**; and**

**WHEREAS, this Resolution does hereby incorporate by reference the definitions, terms, and provisions of the Certificate Resolution; and**

**WHEREAS, the Certificate Resolution provides that Work Contracts shall be identified to the Agreement so as to permit the disbursement of Certificate proceeds for the purpose of making payments on the Agreement; and**

WHEREAS, it is the purpose of this Resolution to identify Work Contracts to the Agreement:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Procedure for Identification.* Contracts ("*Work Contracts*") have been or shall be awarded, from time to time, by the Board for work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same. In Section 3 of this Resolution or pursuant to resolution or resolutions previously or to be duly adopted, the Board has previously or shall identify all or a designated portion of each Work Contract to the Agreement. This Resolution and any such other resolution has been or shall be filed of record with the Secretary and Treasurer of the Board. The adoption and filing of any such resolution and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, order, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors and vendors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

*Section 3. Identification of Work Contracts.* The following Work Contracts are hereby identified to the Agreement:

Brief Description of Work Contract/Expenditure	Name of Contractor/Vendor	Identified Amount
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Agriculture Lab Redesign	Larson & Larson	21,292
Auxiliary Gym Renovation	Richard L Johnson Assoc, Inc	14,756

*Section 4. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman, Board of Trustees

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

**AGENDA ITEM #X-D-8  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION IDENTIFYING WORK CONTRACTS TO AN INSTALLMENT  
PURCHASE AGREEMENT HERETOFORE ENTERED INTO BY  
COMMUNITY COLLEGE DISTRICT NO. 519, COUNTIES OF STEPHENSON, OGLE,  
JO DAVIESS AND CARROLL AND STATE OF ILLINOIS  
2020 BOND ISSUANCE**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approve the following Resolution:

RESOLUTION identifying work contracts to an Installment Purchase Agreement heretofore entered into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

**BACKGROUND:** As part of the 2020 bond issuance in the amount of \$5,330,000, the College adopted a resolution on October 22, 2019 to provide for the issuance of debt certificates. The debt certificate resolution included a requirement for the Board to consider the attached resolution which “identifies all or a designated portion of each Work Contract to the Installment Purchase Agreement between the District and the Seller-Nominee of the Project”. In other words, the Board must periodically approve a listing that specifies the purchases made with funds received as part of the bond issuance process to renovate, equip, or improve the College.

The attached resolution includes a listing of expenditures made (by project), the contractor or vendor to whom the payment was made, and the amount of such payments for the period November 1, 2020 through October 31, 2021. (The Board approved a resolution in November 2020 for expenses from March 1, 2020 through October 31, 2020.) Multiple payments to one vendor for a particular project are combined. All payments have already been approved by the Board through the monthly approval of the payment of bills. The College has followed any other necessary state regulations or Board policies related to purchasing and selection of vendors. The attached resolution simply identifies the expenses as those made with funds received as part of the bond issuance process, as required.

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

RESOLUTION identifying work contracts to an Installment Purchase Agreement heretofore entered into by Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

\* \* \*

WHEREAS, Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), is a Community College District of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"), and all other Omnibus Bond Acts of the State of Illinois, in each case, as supplemented and amended (collectively "*Applicable Law*"); and

WHEREAS, on the 22nd day of October, 2019, the Board of Trustees of the District (the "*Board*") adopted a resolution (the "*Certificate Resolution*") entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, and for the issue of not to exceed \$5,330,000 Debt Certificates, Series 2019A, of said Community College District, evidencing the rights to payment under said Agreement, and providing for the security for and means of payment under said Agreement of said Certificates.

; and

WHEREAS, this Resolution does hereby incorporate by reference the definitions, terms, and provisions of the Certificate Resolution; and



WHEREAS, the Certificate Resolution provides that Work Contracts shall be identified to the Agreement so as to permit the disbursement of Certificate proceeds for the purpose of making payments on the Agreement; and

WHEREAS, it is the purpose of this Resolution to identify Work Contracts to the Agreement:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Procedure for Identification.* Contracts ("*Work Contracts*") have been or shall be awarded, from time to time, by the Board for work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same. In Section 3 of this Resolution or pursuant to resolution or resolutions previously or to be duly adopted, the Board has previously or shall identify all or a designated portion of each Work Contract to the Agreement. This Resolution and any such other resolution has been or shall be filed of record with the Secretary and Treasurer of the Board. The adoption and filing of any such resolution and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, order, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors

and vendors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

**Section 3. Identification of Work Contracts.** The following Work Contracts are hereby identified to the Agreement:

<b>Brief Description of Work Contract/Expenditure</b>	<b>Name of Contractor/Vendor</b>	<b>Identified Amount</b>
N120 & N139 Remodel	Richard L Johnson	43,190
N120 & N139 Remodel	Gehrke Construction Inc.	388,134
N120 & N139 Remodel	Hogan Environmental Cleaning	24,650
N120 & N139 Remodel	M Spinello & Son	260
N120 & N139 Remodel	Full Compass Systems	6,906
N120 & N139 Remodel	CDWG	719
N120 & N139 Remodel	Conference Technologies Inc.	54,917
N120 & N139 Remodel	Midwest Educational Furnishings	13,812
Digital Upgrades	Midwest Educational Furnishings	9,679
Digital Upgrades	Paragon Development Systems	639
Digital Upgrades	Conference Technologies Inc.	125,695
Digital Upgrades	CDWG	305
Digital Upgrades	Full Compass Systems	10,551
Ellucian CRM Recruit	Ellucian Company	50,000
Conference Center AV	Zweifel Construction	2,465
Conference Center AV	Conference Technologies Inc.	13,753
Child Care Audio	Conference Technologies Inc.	39,764
Biology	Wildtronics	1,278
Biology	Fisher Scientific	1,185
Biology	Carolina Biological Supply	8,636
Automotive Overhead Door	B&C Garage Door	5,248
Campus Clocks	Paragon Development Systems	2,015
Testing Center Renovation	Carpetland USA	6,738
Testing Center Renovation	Tiger Direct	12,067
Testing Center Renovation	Paragon Development Systems	2,945
Testing Center Renovation	CDWG	908
Testing Center Renovation	Midwest Educational Furnishings	90,879
Technology	Marcó Technologies	38,140
Technology	Provantage	3,840
Technology	Paragon Development Systems	646,802
Technology	Freeport Sheet Metal	17,100
Technology	CDWG	18,099

Technology	Genesis Power	20,884
Fleet vehicle	Barkau	12,887
Agriculture Program Equipment	Prairie State Tractor LLC	40,600

*Section 4. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted \_\_\_\_\_, 20\_\_.

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Chairman, Board of Trustees

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Secretary, Board of Trustees

**AGENDA ITEM #X-D-9  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**RENEWAL OF SERVICES AGREEMENT WITH OCULUSIT**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the renewal of services agreement with OculusIT, our current Moodle support provider, extending the agreement for three additional years (February 20, 2022 through February 19, 2025) at a total cost not to exceed \$33,500 over the three-year period.

**BACKGROUND:** Highland's current learning management system (LMS), Moodle, is the software solution that provides the digital platform for instructors to manage their academic courses. To ensure Moodle is operating correctly, support Moodle's connected systems, and help us resolve any complex technical issues, the College has engaged with OculusIT to provide that additional support. Continuing our current agreement for three additional years gives us access to OculusIT support engineers, one major version upgrade, and 100 hours of support per year at the lowest annual cost escalator. This support agreement is included in the ITS budget annually.

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



## OculusIT – Renewal Agreement

**OCULUSIT RENEWAL OF SERVICES AGREEMENT SUMMARY****RENEWAL CONTACT INFORMATION****Client**

<b>Organization Name:</b>	Highland Community College
<b>Abbreviation:</b>	HCC

**Client Contacts****Primary Point of Contact**

<b>Name:</b>	Michael Skwara
<b>Title:</b>	User Services Librarian (Moodle App Admin)
<b>Email:</b>	<a href="mailto:Michael.Skwara@highland.edu">Michael.Skwara@highland.edu</a>
<b>Phone:</b>	(815) 599-3689

**Authorized Signatory Point of Contact**

<b>Name:</b>	
<b>Title:</b>	
<b>Email:</b>	
<b>Phone:</b>	

**RENEWAL AGREEMENT DETAILS**

<b>Master License and Services Agreement (“MLSA”) Name for which this Renewal Agreement is effective:</b>	OculusIT - Master License and services Agreement - Highland Community College
<b>MLSA Effective Date:</b>	02/20/2014

<b>Annual Percent Increase Amount:</b>	CPI
<b>Annual Percent Increase Reference in MLSA or MLSA Addendum:</b>	NA

<b>Renewal Agreement Effective Date:</b>	02/20/2022
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OculusIT – Renewal Agreement

**Agreements to be Renewed**

Schedule No.	Product/Service	Amendment Reason	Current Effective/Start Date	Amended Effective/ Start Date	Amended Term
1. Sch 0001	One (1) Moodle version upgrade per year and basic support for up to 100 hours per year.	Renewal of Services	02/20/2019	02/20/2022	3 Years

**Agreements Renewed**

S. No.	Product / Service	Effective/ Start Date	Initial Term	Renewal Terms
1. Sch 0002	Moodle Version Upgrades per year and Basic Support for up to 100 Hours per year	02/20/2022	3 Years	NA

**Summary of Fees:**

S. No.	Product/Service	FEB 20, 2022 - FEB 19, 2023	FEB 20, 2023 - FEB 19, 2024	FEB 20, 2024 - FEB 19, 2025
1. Sch 0002	Moodle Version Upgrades per year and Basic Support for up to 100 Hours per year	\$10,505	\$10,820	\$11,145
<b>Annual Increase</b>		3%	3%	3%
<b>Total Cost</b>		\$10,820	\$11,145	\$11,479

**Note:**

- Sch 0002 is 'Renewal of Services' of Sch 0001 for a period of 3 Years.
- Payment Terms: Net 30

**RENEWAL AGREEMENT TERMS AND CONDITIONS**

Standard terms are available <https://www.oculusit.com/legal/oculusit/renewal-agreement-terms-and-conditions/>

NOTE: If the link above is not hyperlinked, download this document to get the hyperlink. You can download this agreement without signing it.



### RENEWAL AGREEMENT ELECTRONIC SIGNATURE

By electronically signing this Renewal Agreement, your organization is entering into a legally binding contract with OculusIT. Please download and read carefully prior to signing. This Renewal Agreement, including the Renewal Summary, Details, Standard Terms, and any applicable Attachments and Schedules, will be effective when signed by the parties' authorized representatives.

This Renewal Agreement shall be governed by the terms and conditions of the Master License and Services Agreement ("MLSA") referenced in the Renewal Agreement Details. If there is any conflict between the terms and conditions of the MLSA and this Renewal Agreement, the terms and conditions of this Renewal Agreement shall prevail.

I agree to this Renewal Agreement, including the Renewal Agreement Summary, Details, Standard Terms, and any applicable Attachments and Schedules:

Client Authorized Signatory Signature:	
Organization Name:	
Signature Date:	

OculusIT Signature:	<i>Joseph Redwine</i>
OculusIT, Management	Joseph Redwine
Signature Date:	11/10/2021

OculusIT Signature:	<i>Jim Tandon</i>
OculusIT, Manager	Jim Tandon
Signature Date:	11/11/2021

OculusIT Signature:	<i>Max Smith</i>
OculusIT, Project Manager	Max Smith
Signature Date:	11/10/2021

OculusIT Signature:	<i>max</i>
OculusIT, Customer Success	Sonya Sharma
Signature Date:	11/10/2021

**AGENDA ITEM #X-D-10  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

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

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Highland Community College Board approves the following Resolution for the payment of the October 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 348832 through 350310 amounting to \$2,164,585.72, Automated Clearing House (ACH) debits W0000623 amounting to \$34,814.52, and Electronic Refunds of \$141,033.18, with 7 adjustments of \$1,174.96, such warrants amounting to \$139,858.22. Transfers of funds for payroll amounted to \$569,592.59.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$34,814.52. Electronic Refunds are issued to students: American Rescue Act checks for students were disbursed. Financial Aid disbursed Pell and MAP.

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



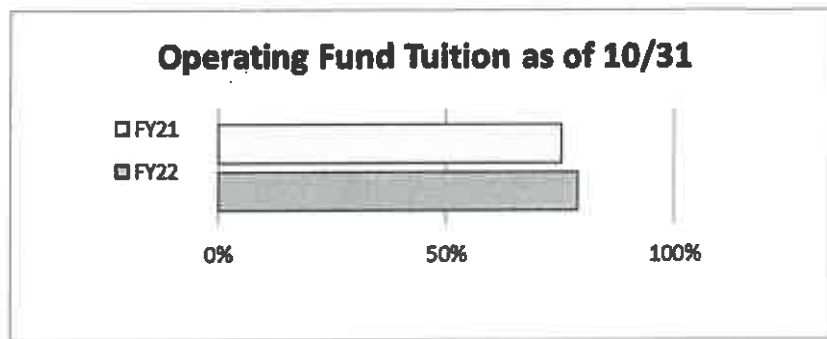
**HIGHLAND COMMUNITY COLLEGE  
AGENCY FUND  
Balance Sheet, October 31, 2021**

	<b>PREVIOUS BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>BALANCE</b>
<b>US BANK</b>	<b>\$282,383.22</b>	<b>\$916.68</b>	<b>\$0.00</b>	<b>\$283,299.90</b>
<b>FIFTH THIRD</b>	<b>31,612.25</b>	<b>0.00</b>	<b>0.00</b>	<b>31,612.25</b>
<b>UNION LOAN AND SAVINGS</b>	<b>176,020.49</b>	<b>0.00</b>	<b>0.00</b>	<b>176,020.49</b>
<b>TOTAL ASSETS</b>	<b>\$490,015.96</b>	<b>\$916.68</b>	<b>\$0.00</b>	<b>\$490,932.64</b>
<b>1010 HCC ORCHESTRA</b>	<b>\$0.00</b>			<b>\$0.00</b>
<b>1011 TRANSFER FUNDS</b>				
<b>1012 FORENSICS SCHOLAR</b>	<b>0.00</b>			<b>0.00</b>
<b>1013 INTEREST ON INVEST.</b>				
<b>1014 TRUSTS AND AGENCIES</b>				
<b>1015 CARD FUND</b>				
<b>1016 DIST #145 ROAD AND LOT</b>	<b>65,204.86</b>			<b>65,204.86</b>
<b>1017 HCC ROAD AND LOT</b>	<b>97,781.81</b>			<b>97,781.81</b>
<b>1018 YMCA ROAD AND LOT</b>	<b>88,697.86</b>	<b>916.68</b>		<b>89,614.54</b>
<b>1019 YMCA BLDG/MAINT</b>	<b>37,493.78</b>			<b>37,493.78</b>
<b>1020 HCC BLDG/MAINT</b>	<b>68,972.13</b>			<b>68,972.13</b>
<b>1021 YMCA/HCC INTEREST</b>	<b>100,253.27</b>			<b>100,253.27</b>
<b>1022 HCC SECTION 125 PLAN</b>	<b>31,612.25</b>			<b>31,612.25</b>
<b>1023 I&amp;SP CAREER SERVICES</b>	<b>0.00</b>			<b>0.00</b>
<b>TOTAL</b>	<b>\$490,015.96</b>	<b>\$916.68</b>	<b>\$0.00</b>	<b>\$490,932.64</b>

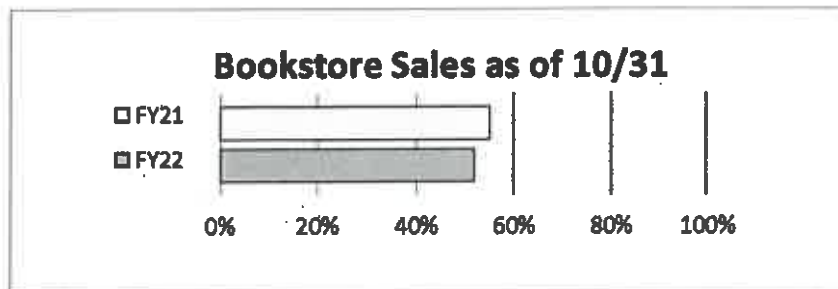
**AGENDA ITEM #XI-A  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22**

**TREASURER'S REPORT  
STATEMENTS OF REVENUE, EXPENDITURES, AND  
CHANGES IN FUND BALANCE**

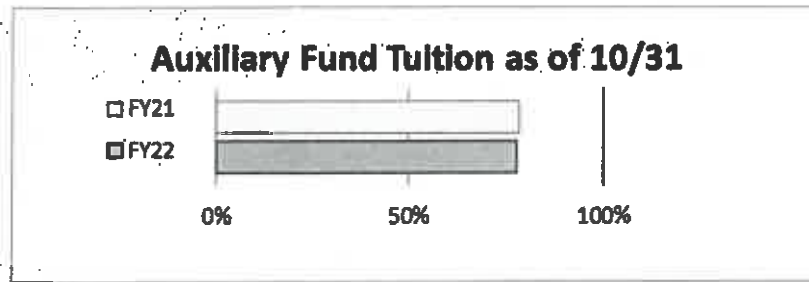
- As of October 31<sup>st</sup>, we are 33% of the way into FY22.
- **Current Results as of Month End:** The following charts show the comparison of the FY22 financial results for various items, as labeled, to FY21 results as of October 31st. The FY21 bar is the year-to-date results as of October 31, 2020, divided by the actual year end results for FY21. The FY22 bar is the year-to-date results for October 31, 2021, divided by the annual budgeted amount for FY22.



Operating Funds tuition revenue appears to be about 4% higher than anticipated at this point in time. If Operating Fund tuition revenue is 4% higher than budgeted for the fiscal year, that amounts to about \$176,000.



Bookstore sales appear to be about 3% lower than anticipated at this point in time. If Bookstore sales are 3% lower than budgeted for the fiscal year, that amounts to about \$14,000.



Auxiliary Fund tuition revenue appears to be 1% lower than anticipated at this point in time. If Auxiliary Fund tuition revenue is 1% lower than budgeted for the fiscal year, that amounts to about \$5,000.

- The above results will be reviewed monthly. After the majority of student registration closes for the spring 2022 semester, variances from budget will be analyzed.

AGENDA ITEM #XI-A  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE  
FY22

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

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$6,770,780	\$2,728,076	40.3%
Credit Hour Grants	1,232,526	507,292	41.2%
Equalization	50,000	16,667	33.3%
ICCB Career/Tech Education	128,361	65,502	51.0%
ICCB Performance	-	4,495	0.0%
CPP Replacement Tax	625,000	201,498	32.2%
Federal Sources	55,000	15,085	27.4%
Tuition & Fees	4,410,000	3,477,944	78.9%
Sales & Services	27,150	8,600	31.7%
Facilities Revenue	111,550	31,975	28.7%
Interest on Investments	7,000	294	4.2%
Non-Govt. Gifts, Grants	300,000	-	0.0%
Miscellaneous	44,626	52,913	118.6%
<b>Total Revenue</b>	<b>\$13,761,993</b>	<b>\$7,110,341</b>	<b>51.7%</b>
 <u>EXPENDITURES:</u>			
Salaries	\$9,699,734	\$3,067,450	31.6%
Employee Benefits	2,312,285	968,953	41.9%
Contractual Services	865,583	429,441	49.6%
Materials & Supplies	866,357	350,510	40.5%
Conference & Meeting	252,197	40,128	15.9%
Fixed Charges	59,700	36,528	61.2%
Utilities	659,325	639,506	97.0%
Capital Outlay	49,225	28,404	100.0%
Other Expenditures	142,356	183,103	128.6%
Federal Relief Lost Revenue	(988,531)	-	0.0%
Transfers (In) Out	(156,238)	-	0.0%
<b>Total Expenditures</b>	<b>\$13,761,993</b>	<b>\$5,744,023</b>	<b>41.7%</b>
 Excess of Revenues Over Expenditures	 \$0	 \$1,366,318	
 Fund Balance 7/1/21	 5,734,337	 5,734,337	
 Fund Balance 10/31/21	 \$5,734,337	 \$7,100,655	

AGENDA ITEM #XI-A  
 NOVEMBER 23, 2021  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY22

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

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$921,000	\$371,557	40.3%
Interest	-	10	100.0%
-----	-----	-----	-----
Total Revenue	\$921,000	\$371,567	100.0%
EXPENDITURES:			
-----			
Contractual Services	182,800	-	0.0%
Materials & Supplies	-	148	100.0%
Capital Outlay	4,798,078	1,486,144	31.0%
-----	-----	-----	-----
Total Expenditures	\$4,980,878	\$1,486,292	29.8%
Excess of Revenues Over Expenditures	(\$4,059,878)	(\$1,114,725)	
Fund Balance 7/1/21	\$4,725,092	\$4,725,092	
-----	-----	-----	
Fund Balance 10/31/21	\$665,214	\$3,610,367	

AGENDA ITEM #XI-A  
 NOVEMBER 23, 2021  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY22

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

REVENUE:	Budget	Year to-Date	Percent
Tuition and Fees	\$478,000	\$372,196	77.9%
Bookstore Sales	450,000	233,793	52.0%
Athletics	41,040	5,517	13.4%
Other	123,166	28,640	23.3%
<b>Total Revenue</b>	<b>\$1,092,206</b>	<b>\$640,146</b>	<b>58.6%</b>
<b>EXPENDITURES:</b>			
Salaries	\$322,217	\$98,685	30.6%
Employee Benefits	33,313	13,849	41.6%
Contractual Services	92,984	25,318	27.2%
Materials & Supplies	611,419	310,527	50.8%
Conference & Meeting	311,963	53,972	17.3%
Fixed Charges	14,109	1,857	13.2%
Utilities	600	600	100.0%
Capital Outlay	32,265	40,456	125.4%
Other Expenditures	25,738	8,095	31.5%
Federal Relief Lost Revenue	(413,108)	-	0.0%
Transfers	(64,000)	-	0.0%
<b>Total Expenditures</b>	<b>\$967,500</b>	<b>\$553,359</b>	<b>57.2%</b>
Excess of Revenues Over Expenditures	\$124,706	\$86,787	
Fund Balance 7/1/21	\$1,129,535	\$1,129,535	
Fund Balance 10/31/21	\$1,254,241	\$1,216,322	

AGENDA ITEM #XI-A  
 NOVEMBER 23, 2021  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY22

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

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$140,056	\$0	0.0%
Adult Education	229,950	13,695	6.0%
Other Illinois Sources	131,865	75,938	57.6%
Department of Education	7,840,258	2,428,373	31.0%
Other Federal Sources	49,684	16,709	33.6%
Tuition & Fees	592,000	458,894	77.5%
Sales & Service Fees	20,000	34	0.2%
Interest	19,346	-	0.0%
Non-govt. Gifts, Grants	891,319	4,100	0.5%
Other	298,726	110,088	36.9%
<b>Total Revenue</b>	<b>\$10,213,204</b>	<b>3,107,831</b>	<b>30.4%</b>
<u>EXPENDITURES:</u>			
Salaries	\$1,180,551	\$453,495	38.4%
Employee Benefits	270,047	114,850	42.5%
Contractual Services	755,993	197,984	26.2%
Materials & Supplies	255,853	94,140	36.8%
Conference & Meeting	121,038	43,606	36.0%
Fixed Charges	26,758	1,294	4.8%
Utilities	4,152	-	0.0%
Capital Outlay	815,170	418,519	51.3%
Other Expenditures	1,811,103	114,077	6.3%
Federal Relief Lost Revenue	(137,651)	-	0.0%
Financial Aid	4,711,745	2,804,125	59.5%
Transfers out (in)	180,438	-	0.0%
<b>Total Expenditures</b>	<b>\$9,995,197</b>	<b>\$4,242,090</b>	<b>42.4%</b>
<b>Excess of Expenditures Over Revenue</b>	<b>\$218,007</b>	<b>(\$1,134,259)</b>	
<b>Fund Balance 7/1/21</b>	<b>877,588</b>	<b>877,588</b>	
<b>Fund Balance 10/31/21</b>	<b>\$1,095,595</b>	<b>(\$256,671)</b>	

AGENDA ITEM #XI-A  
 NOVEMBER 23, 2021  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY22  
 AUDIT FUND

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

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$49,000	\$18,674	38.1%
-----	-----	-----	-----
Total Revenue	\$49,000	\$18,674	38.1%
EXPENDITURES:			
-----			
Contractual Services	\$49,000	\$42,000	85.7%
-----	-----	-----	-----
Total Expenditures	\$49,000	\$42,000	85.7%
Excess of Revenues Over Expenditures	\$0	(\$23,326)	
Fund Balance 7/1/21	\$861	\$861	
-----	-----	-----	
Fund Balance 10/31/21	\$861	(\$22,465)	



AGENDA ITEM #XI-A  
 NOVEMBER 23, 2021  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY22

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

REVENUE:	Budget	Year to-Date	Percent
-----			
Local Taxes	\$1,803,550	\$728,897	40.4%
Total Revenue	\$1,803,550	\$728,897	40.4%
EXPENDITURES:			
-----			
Fixed Charges	\$1,753,550	\$0	0.0%
Total Expenditures	\$1,753,550	\$0	0.0%
Excess of Revenues Over Expenditures	\$50,000	\$728,897	
Fund Balance 7/1/21	\$816,153	\$816,153	
Fund Balance 10/31/21	\$866,153	\$1,545,050	

AGENDA ITEM #XI-A  
 NOVEMBER 23, 2021  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY22

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

REVENUE:	Budget	Year to-Date	Percent
Local Taxes	\$1,225,000	\$483,215	39.4%
<b>Total Revenue</b>	<b>\$1,225,000</b>	<b>\$483,215</b>	<b>39.4%</b>
<b>EXPENDITURES:</b>			
Salaries	\$330,801	\$103,100	31.2%
Employee Benefits	312,950	131,930	42.2%
Contractual Services	387,425	69,880	18.0%
Materials & Supplies	9,100	3,710.00	40.8%
Conference & Meetings	15,974	10,000.00	62.6%
Fixed Charges	207,374	218,063	105.2%
Utilities	4,000	1,815	45.4%
<b>Total Expenditures</b>	<b>\$1,267,624</b>	<b>\$538,498</b>	<b>42.5%</b>
Excess of Revenues Over Expenditures	(\$42,624)	(\$55,283)	
Fund Balance 7/1/21	\$363,135	\$363,135	
Fund Balance 10/31/21	\$320,511	\$307,852	

**AGENDA ITEM #XIII-A-1  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**PRESIDENT'S CONTRACT**

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

**BACKGROUND:** This Resolution approves the terms and conditions of the contract with Ms. Christina Kuberski effective July 1, 2021.

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

**RESOLUTION FOR APPROVING CONTRACT OF EMPLOYMENT**

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

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

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

WHEREAS, the Board and President now wish to recognize and secure the continued employment of Christina Kuberski to serve as President for the period from July 1, 2021, through June 30, 2024, on such terms and conditions as provided within the proposed Employment Agreement, attached herein as Exhibit A;

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

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

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

**Section 3:** This Resolution shall be in full force and effect upon its adoption and for a contractual term date effective July 1, 2021. All prior resolutions of the Board of Trustees that are inconsistent with the terms and conditions of this Resolution are hereby repealed and superseded to the extent of any such inconsistency.

ADOPTED this 23rd day of November 2021, by the following roll call vote upon the motion by

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

Attest:

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

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

**CHRISTINA KUBERSKI**

**and**

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

**FOR THE TERM  
JULY 1, 2021 THROUGH JUNE 30, 2024**

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

**CHRISTINA KUBERSKI**

**and**

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

**FOR THE TERM  
JULY 1, 2021 THROUGH JUNE 30, 2024**

This Agreement (“Agreement”) made and entered into this \_\_\_\_ day of November, 2021, by and between the Board of Trustees of Highland Community College, (hereinafter “Board”), and Christina Kuberski, (hereinafter “Kuberski” or “President”):

WHEREAS, after being recruited through a national search process Christina Kuberski diligently served as the College’s Executive Vice-President from 2015 to July 1, 2020 doing so with distinction and honor; and

WHEREAS, the Board and President previously entered into an Employment Agreement formalizing service by Christina Kuberski as President of the College for the period from July 1, 2020, through June 30, 2023, on terms and conditions as provided therein; and

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

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

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

1. EMPLOYMENT AND TERM

Board hereby employs Christina Kuberski as President of the College for a term commencing July 1, 2021, and continuing until June 30, 2024. The President shall serve as President pursuant to the provisions of this Agreement for that term.

2. POWERS AND DUTIES

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

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

3. REAPPOINTMENT

Not later than April 15, 2024, the Board and President shall confer to determine whether the term of this Agreement shall be extended, and any conditions on such extension.

4. EXTENT OF SERVICES

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

5. TERMINATION OF EMPLOYMENT

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



following reasons:

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

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

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

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

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

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

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

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

## 6. PRESIDENT'S COMPENSATION.

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

B. Annual Salary. Board shall pay President, for the 2021-2022 year an annual salary of one hundred sixty-nine thousand dollars (\$169,000). Each succeeding year's annual salary shall be increased by 2.0% over the prior year. The annual salary shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the annual salary of the President at any time during the term of this Agreement or any extension or renewal hereof, but the salary shall not be decreased at any time.

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

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

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

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

C. Vacation Benefits. The President shall earn paid vacation at the rate of 2.33 days per month with an accumulation limit of 56 days. Upon termination of the President's services, the College shall not reimburse for more than 56 unused vacation days. Subject to the limitations in this paragraph, the President shall be entitled to the accumulated but unused vacation day balance she had as of June 30, 2020, remaining from her position as Executive Vice President of the College.

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

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

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

F. Automobile and Other Travel Related Expenses of the President. President shall receive \$1,000.00 monthly as reimbursement for and in respect to her use

of her personal automobile while on College Business within the District's territory. Such amount shall be paid in accordance with the payroll schedule of the College. President shall, where necessary, cooperate with the Board in the documentation of the same. The College shall also reimburse the President for actual mileage for required travel outside of the geographic territory of the District.

G. Executive Annual Physical. At least once every year during the term of this Agreement, the College President shall obtain a comprehensive medical examination. The cost of such examination, not to exceed Five Hundred Dollars (\$500), shall be paid by the Board. A copy of the examination or a certificate of the physician certifying the physical competency of the College President to perform her duties shall be given by the examining physician to the Board Chair. The result of such examination will be reported to the Board, but its confidentiality shall be maintained.

H. Annuity. The Board will contribute, on behalf of the President, into a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code in a company of the College President's choice, the annual amount of Twelve Thousand Dollars (\$12,000.00). The College President's tax-sheltered annuity shall be paid in equal installments in accordance with the policies of the College governing payment of tax annuities to other administrators employed by the College and shall be subject to withholding as required by law.

I. Insurance, Sick Leave, Privileges, etc.

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

2. Life Insurance. Subject to applicable insurability requirements, College shall provide term life insurance on the life of the President equal to 1.5 times the annual salary of the President. For purposes of this paragraph only, annual salary includes the annual salary provided in paragraph 6b, plus SURS contribution on the Annual Salary, plus the reimbursement allowance provided in Paragraph 7F annualized not to exceed the maximum allowable benefit of \$250,000. It does not include any 403(b) or SURS contribution on any 403(b). The President may name

one or more beneficiaries of her choice for any portion of the employee basic benefit. The purchase of any further optional life insurance coverage by the President will be the responsibility of the President and consistent with College policy.

3. Personal Leave. The President shall be entitled to 3 personal days with pay annually. Personal days shall accrue one (1) day per four months. Unused personal days shall not accumulate from year-to-year.

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

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

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

#### 8. CELL PHONE

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

#### 9. EVALUATION OF PRESIDENT

At least once each College fiscal year, (on or before April 15<sup>th</sup> of that year) Board

and President shall meet for the purpose of review of the past year's administration of the College and the role of the President in the future course and goals of the College. The evaluation shall rate the performance of the President, and may include directions, goals and expectations for future performance.

#### 10. NOTICES

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

#### 11. MISCELLANEOUS

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

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

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

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

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

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

THE BOARD OF TRUSTEES OF HIGHLAND  
COMMUNITY COLLEGE

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

ATTEST:

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

**AGENDA ITEM #XIII-B-1  
NOVEMBER 23, 2021  
HIGHLAND COMMUNITY COLLEGE BOARD**

**CUSTODIAL/MAINTENANCE CONTRACT**

**JOINT RECOMMENDATION OF THE CUSTODIAL/MAINTENANCE NEGOTIATION COMMITTEE AND THE ADMINISTRATION:** It is recommended that the Highland Community College Board ratifies the contract with the Highland Community College Custodial/Maintenance Union Local 1957 for Fiscal Year 2021 (July 1, 2021 through June 30, 2022).

**BACKGROUND:** Meetings have been occurring for the past several months with the Custodial/Maintenance Union. The settlement reached is in line with the conservative budget guidelines projected.

Key financial items include the following:

1. An increase in the 403b contribution from \$675 to \$775.
2. Salary increases would mainly align with the Human Resources market study data chart presented during negotiations.
  - a. Anyone showing below a 2.5% increase would get a 2.5% increase.
  - b. Anyone above a 2.5% increase would get the amount shown on the data chart, up to 6% maximum.
  - c. Anyone within the given raise that does not reach the Minimum Wage would be moved to \$12.10 per hour.

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



**COLLECTIVE BARGAINING AGREEMENT**

**between**

**The Highland Community College District #519**

**and**

**The Highland Custodial and Maintenance Council**

**Local #1957**

**IFT/AFT/AFL-CIO**

**JULY 1, 2021 THROUGH JUNE 30, 2022**

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## **ARTICLE I - RECOGNITION OF THE UNION**

The Board of Trustees of Highland Community College District 519, Freeport, Illinois, hereinafter referred to as the "Board" or the "College" hereby recognizes the Highland Custodial and Maintenance Council Local 1957, IFT/AFT, hereinafter referred to as the "Union" as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, terms and conditions of employment for all full-time and regularly employed part-time employees (excluding on-call) who work twenty (20) hours or more a week (80 hours or more a month) in the positions of custodian, maintenance mechanic, receiving/shipping/warehouse clerk, groundsperson, and groundsperson assistant.

## **ARTICLE II - NO STRIKE AND NO LOCKOUT**

**Section 2.1 - No Strike/Job Action:** During the term of this Agreement, no employee covered by the Agreement nor the Union nor any person acting on behalf of the Union shall engage in a strike, mass sick call, refusal to cross a picket line, concerted slow down or any other concerted activity designed to disrupt the operation of the District. The Union will not impose any duty or obligation on any employee to conduct, assist or participate in the aforementioned activities. Any employee participating in such activity is subject to immediate dismissal, if an employee has been notified by his/her supervisor that his/her conduct is illegal and he/she still does not comply. Any employee participating in such activity will not be paid for time spent on such activities during which the employee would normally be performing job duties.

**Section 2.2 - No Lockout:** No lockout of employees shall be instituted by the Board during the terms of this Agreement.

## **ARTICLE III - UNION/BOARD RELATIONS**

**Section 3.1 - Board Rights:** Except as amended, changed, modified or limited by the specific provisions expressed in this Agreement, the parties understand and agree that the management of the District, the control of the premises and the direction of the employees are vested exclusively in the District and includes, but is not limited to, the following:

- A. The right to select, hire, transfer, promote, demote, layoff, assign and supervise employees;
- B. The right to suspend, discharge or otherwise discipline employees;
- C. The right to determine and change starting times, quitting times, shifts and the number of hours to be worked by employees;

- D. The right to determine staffing patterns, including, but not limited to, the assignment of the employees as to the numbers employed, duties to be performed, qualifications required and areas worked;
- E. The right to make rules and regulations to govern the employees;
- F. The right to determine individual qualifications and the qualifications required for the job classifications;
- G. The right to contract out work if Board has followed most recent IELRB decision;
- H. The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the District; or
- I. The right to determine or change the methods or means by which its operations are to be carried on.

**Section 3.2 - Entire Agreement:** This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this agreement. Subject matters not referred to in this agreement or statutes applicable to matters covered by this agreement shall not be considered as part of the agreement and shall remain exclusive Board and/or Administrative prerogatives.

**Section 3.3 - Union Membership/Non-Discrimination:**

**Membership**

Employees shall be free to join or not join the Union without interference or penalty. Highland Community College will not discriminate, and provides equal employment opportunity without regard to actual or perceived race, religion, political philosophy, color, national origin or ancestry, gender, sexual orientation, age, sex and gender identity, disability, marital status, military status, citizenship status, unfavorable discharge from military service, order of protection status, genetic information status, pregnancy, childbirth (or medical or common conditions related to pregnancy or childbirth) or other factors prohibited by applicable federal and state laws, regulations and Executive Orders. Grievances filed under this Section may be grieved only through

the President's level. Grievants dissatisfied with the disposition of the grievance at the President's level may seek further recourse either through the applicable administrative agency or court.

**Section 3.4 - Rights and Benefits of Employees:** The College agrees it will not enter into any individual contract with any member covered by this Agreement which is inconsistent with any term in the Agreement.

**Section 3.5 - Communications:** This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual for the purpose of discussing mutual ideas, concerns and views not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.

#### **ARTICLE IV - UNION RIGHTS AND RESPONSIBILITIES**

**Section 4.1 - Use of Buildings:** The Union shall have the right to use College facilities for meetings for the purpose of conducting Union business provided:

- A. a request is made to the President or designee at least two (2) calendar days in advance of the meeting;
- B. such meeting space is available;
- C. such meeting neither interferes with the educational programs of the College nor conflicts with College events;
- D. the Union promptly reimburses the College for any damage or other reasonable expense incurred by the College as a result of the meeting.

**Section 4.2 - College Directory:** Each employee shall have access to the directory on the College's website.

**Section 4.3 - Copy of Agreement:** Within a reasonable period of time after the ratification of this Agreement by both parties, the College shall provide each employee with access to a copy of the Agreement. The parties agree that each member can print a copy of the agreement using the college's copiers.

**Section 4.4 - Mailboxes:** The Union shall have the right to communicate with its members by means of employee mailboxes, intraschool mail, email and a designated bulletin board to be located in an area of the College accessible to the employees but not accessible to the general public. Moreover, the Union agrees that it will not use the mailboxes, intraschool mail, email or bulletin board to criticize or malign the Board or its administrators and further agrees that the use of the mailboxes, intraschool mail, email and bulletin board must be clearly related to a legitimate Union purpose.



## **Section 4.5 - Union Dues:**

### **A. Union Dues**

Upon receipt of written authorization signed by an Employee, the College agrees to deduct fees and monthly Union dues from the pay of each such employee in the amount and manner prescribed and shall remit same to the Union within ten (10) days from its collection. The amounts to be deducted shall be certified to the College by the Treasurer of the Union. Authorized annual dues will be prorated to conform to the annual pay schedule of the College absent direction to the contrary from the Union.

Requests by an Employee directing that any such deduction be stopped, submitted to the College, shall be conveyed by the College to the Union for processing. Deduction will continue until such time as the issue is resolved between the employee and formal notice to cease is given by the Union, a Court, or by Arbitration decision.

The Union shall indemnify and hold harmless the College from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article.

### **B. FOIA**

The Local Union Representative shall be given notice via email or delivery via inter-college mail, within three (3) working days of the College's receipt of a Freedom of Information Act (FOIA) request, where such request seeks a member of the bargaining unit's home email or personal cellular number, or asking for a list of all dues-paying members of the Union. The giving of notice shall not interfere with any responsibility that the College has to comply with FOIA.

### **C. New Employee Outreach**

Upon request by the Union Representative time may be reserved to meet with a newly hired employee to discuss contract administration. The Union agrees to schedule such time to minimize interruption with the work day. The allocated time shall not exceed sixty minutes and is to occur within the first sixty (60) days of employment.

### **D. (New Section) Non-Association Member Dues**

The College shall, upon the written authorization of a member of the bargaining unit, withhold from his/her compensation any dues, payments or contributions specified by the member to be payable to the Association. Any such authorization shall be processed consistent with the same manner as authorizations received from members of the union. If the College receives written direction from the individual to cease withholding, the College will do so at the next regularly scheduled payroll period and inform the Union Representative of the same.

**Section 4.6 - List of Employees:** Upon written request, the Union shall be supplied with a list of all bargaining unit employees. Such list shall include each employee's home address and telephone number, if available. The names and addresses of new employees shall be given to the Union President or designee within ten (10) business days following the President's approval and acceptance of employment offer.

**Section 4.7 - Availability of Financial Data:** Upon written request, the Union shall be supplied public information concerning the financial position of the College including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets.

**Section 4.8 - Paid Release Time:** The Union Vice-President or designee shall be excused from work with pay to attend College Board Meetings that are held during the workday if the meeting of the Board falls during the work hours of the Vice-President or designee and is approved by the Union Vice-President's or designee's supervisor.

**Section 4.9 – Union Meetings:** Approval must be obtained from the Director of Facilities and Safety for Union meetings intended to be held during regular work hours. The Union will need to provide written notices at least one work day in advance. The notices should include the date, time, and expected duration of the meeting. Compensatory time, personal time, vacation time or unpaid time must be used for time spent on Union meetings during each employee's regular work hours and must also be approved by the Director of Facilities and Safety at least one work day in advance.

## ARTICLE V - SENIORITY

**Section 5.1 - Seniority Defined:** Seniority shall be defined as the length of continuous service of an employee of the College in any position or positions covered by this Agreement. For the purpose of this Article, there shall be four (4) categories of positions: 1) full-time custodial; 2) part-time custodial; 3) full-time maintenance; 4) parttime maintenance. A part-time employee is defined as an individual who is regularly employed for a minimum of twenty hours per week. Full-time employees are considered to have seniority over part-time employees in all cases. When an employee moves from one category to another, length of continuous service begins accruing from zero on the starting date of the new position.

### **Section 5.2 - Resolving Identical Seniority:**

- A. If total years of service referred to in Section 1 are equal between two (2) or more employees in their category of position, then seniority shall be determined by date of hire. The person with the earliest date of hire would have the most seniority.

- B. If total years of service referred to in Section 5.2A are still equal between two (2) or more employees in their category of position, then seniority shall be determined by lot witnessed by Union President and the administration.

**Section 5.3 - Continuous Service Interruption:** Continuous service shall be interrupted by resignation, retirement, termination, absence from work for three (3) consecutive days without authorization or notification to the College (absent an emergency), non-performance of bargaining unit work for a period of more than one (1) calendar year, laid off and fails to respond to a notice of recall within ten (10) calendar days after receiving notice of recall (this time limit shall be reflected in the notice of recall), fails to report to work at the conclusion of an authorized leave of absence or vacation (absent an emergency), falsifies the reason for a leave of absence or is found to be working for another employer during a leave of absence without written permission from the College.

**Section 5.4 - Seniority Accrual:** Seniority shall not accrue during any unpaid approved leave of absence of sixty (60) consecutive employment days or more, excluding any job related disability/injury. Employees who are transferred to College positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall accumulate seniority for the work performed outside of the bargaining unit for a period not to exceed one-half (1/2) of the time spent performing work outside the bargaining unit.

**Section 5.5 - Seniority List:** The Board shall furnish the Union with annual seniority lists by August 1 of each year. Such list shall show the names of employees and his/her date of hire in order of their College seniority within their respective department: custodial or maintenance and their employment status (full-time or part-time). The list shall be dated and posted and distributed to each bargaining unit member. The failure of the Union or of any employee to object to an employee's placement on the seniority list within twenty (20) working days following the receipt of the list shall be deemed a waiver by the Union and the employee to object to the placement unless the employee's placement is different from past lists. This statement shall appear on the list when it is posted and distributed. The Union President shall be notified of any revision in the original list and new lists distributed to each employee.

**Section 5.6 - Effect of Seniority:** If there are layoffs or decreases in the number of employees covered by this Agreement, all part-time employees within the affected department shall be laid off first. If further reductions are necessary, those employees in the affected department with the greatest skill, displayed ability and most satisfactory performance record as determined by the Board will be retained. If all factors are equal among those in the same position and department, the employee with the greatest seniority will be retained.

**Section 5.7 - Reduction in Force and Recall Rights:** Any employee dismissed as the result of the decision of the College to reduce the number of custodial or maintenance staff or to discontinue some particular type of service offered by this bargaining unit, then he/she shall be given written notice by certified mail at least sixty (60) calendar days before the layoff, together with a statement of honorable dismissal.

- A. **Transfer:** Reasonable effort will be made to transfer employees to open positions which the Board has determined that the employee can fill without additional training and provided that the employees have the skills, qualifications, aptitude, training, experience, physical fitness and ability to perform the work of the position in a fully satisfactory manner.
- B. **Recall:** The employees affected by the reduction in force shall have a right of recall if a vacancy or a newly created position occurs within the bargaining unit for which such employees are qualified to perform within one (1) calendar year from the effective date of the layoff. Recall shall be in inverse order of reduction in force.
- C. **Accrued Vacation and Comp Time:** Employees shall be entitled to receive pay for all vacation and comp time accrued at the time of layoff. In the event that the employee owes the College money, the College may offset that money against any accrued vacation or compensatory time.
- D. **Rights on Layoff:** An employee's salary placement, accumulated sick leave and seniority will not be effected if recalled during this time.
- E. **Continued Health and Life Coverage:** All employees enrolled in the College health insurance plan shall be eligible to continue insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), when departing the College for reasons other than gross misconduct, provided the employee pays the premiums each month in advance. The premiums, set by the Board of Trustees, include a 2% administrative charge. Employees may also be entitled to continue life insurance by porting the policy to their own plan at the College rates. If the life insurance carrier denies portability to a private plan due to the individual's health status, that employee may then be able to choose the conversion plan, if desired.

## **ARTICLE VI - PERSONNEL FILE**

**Section 6.1 - Personnel File:** Only one (1) official personnel file shall be maintained by the Board which shall be the property of the College.

**Section 6.2 - Right of Access:** The College agrees that the employees will have the right of access to their personnel files provided in the Illinois Personnel Records Act or as provided herein.

**Section 6.3 - Placement of Material In File:** Any disciplinary material placed in the file shall be signed, dated and a copy shall be given to the employee.

**Section 6.4 - Right of Copy:** Each employee shall have the right to be furnished with a copy of any or all file material, exclusive of confidential material as provided for in Section 6.2. Employees may not request more than one (1) copy of any document in their personnel file during each year of the contract. This material shall be provided to the employee within three workday(s) after request.

**Section 6.5 - Right of Attachment:** Each employee shall have the right to have dissenting or explanatory material attached to any document on file.

## **ARTICLE VII - JOB DESCRIPTION PROCEDURE / EVALUATION PROCEDURES**

**Section 7.1 - Job Description:** The President or his designee shall develop or maintain a job description for each position covered by this Agreement. The President or his designee shall provide each employee with a copy of his/her job description and all amendments at the time of hire and each year thereafter by August 1.

**Section 7.2 - Evaluation Schedule and Conference:** New employees shall be evaluated in writing by their immediate supervisor following sixty (60) calendar days of employment. Each employee shall be evaluated at least once per year by his/her supervisor. The evaluator shall have a meeting with the employee to discuss the evaluation, which will include employee input.

**Section 7.3 - Evaluation Receipt and Signature:** The evaluator shall furnish the employee with a copy of the written evaluation within ten (10) days of the meeting. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the employee is in receipt of a copy of the written evaluation.

**Section 7.4 - Evaluation Rebuttal:** If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee may put his/her objections in writing within fourteen (14) calendar days after receipt of said evaluation. Both the employee and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but

rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

**Section 7.5 - Personnel File Copy:** A copy of all formal written evaluations and any attached written objections shall be placed in the employee's official personnel file.

**Section 7.6 - Evaluation Plan:** The College will notify the Union of any proposed changes in the current evaluation plan and allow the Union to have input into these changes prior to the effective date of the proposed changes.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

**Section 8.1 - Definition:** Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

### **Section 8.2 - Grievance Process:**

- A. **Supervisory Structure:**  
 Director, Facilities and Safety  
 Direct Supervisor of the Director of Facilities and Safety  
 President or designee
- B. **Initiation of Grievance:** The parties hereto acknowledge that it is usually most desirable for an employee and the person in the Supervisory structure whose actions resulted in a grievance being initiated, resolve problems through free and informal communication.
- C. **Progression of Grievance:** If a satisfactory resolution is not reached through the informal process, a grievance may proceed by the grievant/Union filing a formal grievance with the next level in the employee's Supervisory structure within (10) business days of the occurrence of the grievance or within ten (10) business days of when such occurrence should reasonably have become known. A formal grievance shall be in writing and set forth the facts of grievance, the section or sections in the Agreement allegedly violated and the remedy requested.

At each level of progression of a grievance, the position with whom the grievance was filed shall arrange for a conference to take place within (5) business days after receipt of the grievance. Within (5) business days after the conference, the position with whom the grievance was filed shall give his/her decision to the grievant/Union in writing and if applicable state the reasons for denial, with a copy to all members of the Supervisory structure involved in the grievance. The grievant, if not satisfied with the outcome at any level of the Supervisory

structure may refer the grievance to the next level of Supervisory structure within (10) business days of receipt of a non-satisfactory response.

- D. **Board of Trustees:** If a satisfactory agreement is not reached through the Supervisory structure, the Union may submit the grievance to the Board of Trustees by filing a written copy of the grievance with the Chair of the Board within ten (10) days after receipt of the President or designee's response. The grievant and/or their representative shall have the right to present oral arguments on the grievant's behalf to the Board. The members of the Supervisory structure involved in the grievance shall have the right to be present. The Board shall dispose of the grievance within ten (10) days by notifying the grievant in writing and shall state its reason in the event the grievance is denied.
- E. **Arbitration:** If the Union is not satisfied with the disposition of the grievance at the Board of Trustees level, the Union may submit the grievance to binding arbitration. The American Arbitration Association (AAA) shall act as administrator of the proceedings. If the written demand for arbitration is not filed with the College President or in his/her office within twenty (20) business days of the date of the response from the Chairman, Board of Trustees, then the grievance shall be deemed withdrawn. The parties agree to request the American Arbitration Association to submit a list of arbitrators who are members in good standing of the American Academy of Arbitrators.

### **Section 8.3 - General Provisions:**

- A. **Work Hours:** In all steps of the grievance procedure, if the Board requires such steps to be held during the work hours of the grievant or the grievant's representative (if a College employee), such employees will be excused with pay for that purpose. Employees required by the Board to attend arbitrations shall be excused with pay. Arbitration hearings shall not be held during employee work hours without mutual consent of the Union and the Board.
- B. **By-Pass Steps:** If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure with the approval of the appropriate authority.
- C. **No Reprisals:** An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the Board or Union because of such participation.

- D. **Right to be Present:** The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- E. **Copies:** At the request of the grievant or his/her Union representative, the Board shall provide copies of all documents submitted by the Administration at Steps 2 and 3 of the grievance procedure.
- F. **Failure to Appeal:** The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- G. **Definition of Days:** The term "days" as used herein shall mean workdays for employees in this bargaining unit. Official College holidays, Saturdays and Sundays shall not be counted as workdays for the purpose of this Article.
- H. **Extensions:** All time limits may be extended by written mutual agreement between the parties.

**Section 8.4 - Scope of Arbitration:** The arbitrator shall consider and decide only the specific issue submitted to him/her in writing and shall base the decision upon his/her interpretation of the meaning or the application of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. If no joint written stipulation of the issue is agreed upon by the parties, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing in Step 2 or 3 of the grievance procedure. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules or regulations of administrative bodies that have the force and effect of law.

**Section 8.5 - Cost of Arbitration:** Each party shall bear the cost of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union.



## **ARTICLE IX - DISCIPLINARY ACTION**

An employee who violates any rule, regulation, or policy of the Board of Trustees, which may include but is not limited to incompetency, neglect of duty, immorality, conviction of a felony, insubordination, or failure to satisfy a directive by a supervisor in compliance with those rules, regulations, and policies may be subject to disciplinary action including suspension with or without pay, or dismissal with approval of the President.

**Section 9.1 - Disciplinary Notice:** No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge.

**Section 9.2 - Disciplinary Appearance:** An employee shall be given written notice if he/she is required to appear before the administration, and/or Board for the purpose of a written reprimand, suspension or dismissal. The employee may request the presence of a Union representative.

If an employee is required to sign a written reprimand, suspension letter or notice, the employee's signature shall mean only that the employee has received a copy of the letter or notice; it does not mean the employee agrees with the contents.

**Section 9.3 - Disciplinary Procedure:** All discipline of non-probationary employees shall be for just cause and shall generally be imposed in a progressive manner (A through D). However, the sequence and severity of the disciplinary action may vary with the type of offense and the circumstances surrounding it. In addition, the disciplinary level may vary based upon the employee's performance record and disciplinary status. Disciplinary action taken for a particular incident shall not be precedent for any conduct of a similar nature for any other employee.

### **A. Verbal Reprimand**

A verbal reprimand is a meeting held between the employee and his/her supervisor to discuss unacceptable performance or behaviors. The supervisor shall inform the employee of his/her concerns and explain how the problem can be corrected so that the employee is meeting acceptable standards of performance. A note shall be kept in the supervisor's file and the employee shall also get a copy indicating the date and the substance of the verbal reprimand.

### **B. Written Reprimand**

A written reprimand is a letter written by the supervisor stating the reasons and the manner in which the employee is failing to meet acceptable standards of performance or behavior. This letter shall also inform the employee that if any form of unacceptable performance or behavior persists, suspension or dismissal

may result. A written reprimand may occur without a verbal reprimand depending on the type of offense and the circumstances surrounding it.

**C. Suspension**

A suspension without pay for no longer than five (5) days is an action that may be recommended by the employee's supervisor to the direct supervisor of the Director of Facilities and Safety if the employee subsequently fails to meet acceptable standards of performance or behavior. The direct supervisor of the Director of Facilities and Safety shall hold a meeting with the supervisor, the employee, and the employee's Union representative prior to a suspension. The employee and his/her Union Representative shall have the opportunity to present the employee's position with regard to the alleged failure to meet acceptable standards. A suspension without pay for no longer than five (5) days may occur without a verbal or written reprimand depending on the type of offense and the circumstances surrounding it.

Following that meeting, the direct supervisor of the Director of Facilities and Safety shall decide whether or not to suspend the employee. If the direct supervisor of the Director of Facilities and Safety determines a suspension without pay is warranted, he/she shall inform the employee in writing of:

- 1) the number of days and the dates the employee is suspended;
- 2) the specific reasons for the suspension.

**D. Dismissal**

A dismissal is termination of employment. An employee may be dismissed if he/she subsequently violates any College policy, rule or regulation or fails to meet acceptable standards of performance or behavior after receiving verbal and written reprimands and suspension. A dismissal may occur without a verbal or written reprimand or suspension depending on the type of offense and the circumstances surrounding it. Dismissal will occur only with the approval of the President.

**Section 9.4 - Confrontations:** Where practicable, no employee shall be confronted or disciplined before the other employees, students or the public in order to avoid public embarrassment to the employee and the employer.

**Section 9.5 - Review of Personnel File Letters:** Except for related offenses, employees may request verbal and written reprimands not be used after 24 months to

justify subsequent and more severe disciplinary action, by completing a Request for Review form. This request will be reviewed by the direct supervisor of the Director of Facilities and Safety, the Director of Facilities and Safety, and the Director of Human Resources. Acceptance or denial will be provided by the review team to the requestor via a meeting. Request for Review forms will be available at the Human Resources Office.

## **ARTICLE X - VACANCIES**

### **Section 10.1 - Posting:**

- A. **Definition and Distribution:** If a vacancy in the bargaining unit occurs as a result of a retirement, resignation, termination, promotion or a newly created position, such vacancy shall be dated and distributed to each bargaining unit member and non-bargaining unit employee working in the custodial and maintenance department as well as posted in the work areas for five (5) business days.
- B. **Current Employees Rights:** Current employees shall have the opportunity to apply for the position within this period of five (5) business days.
- C. **Description of Job:** Each vacancy notice shall contain a job description, the qualifications needed for the job, hourly rate of pay, and the shift schedule/daily hours of work.
- D. **Union Notice:** The Union President shall receive a copy of all vacancy notices.
- E. **Interview Process:** At least one Union member shall serve on the interview committee for full-time and part-time custodial/maintenance positions. The Union shall submit the names of preferred members for service on such committees to Human Resources, with selection of a member from that list made by the College President.

**Section 10.2 - Application Process:** Current employees may submit written applications for the position to the Human Resources Office. The College shall fill vacancies by employing the most qualified applicant for the vacancy whether that applicant is a member of the bargaining unit or not. A qualified applicant shall be defined as one who has more skills and experience than a current bargaining unit employee. If the College determines that qualifications are equal, the vacancy shall be filled by the bargaining unit member with the greatest seniority who applies. Attendance and performance of current employees will be taken into consideration in awarding the position.

**Section 10.3 - Reassignment/Involuntary Transfer:** Employees who are reassigned or involuntarily transferred shall be given written notice of such change at least two (2) weeks prior to the effective date of the change. An employee shall be granted a conference with his/her supervisor to discuss the reassignment or involuntary transfer if the affected employee requests it within five (5) days of the notification.

## **ARTICLE XI - LEAVES**

**Section 11.1 - Sick Leave:** Employees are credited with one day of paid sick leave for each month of their employment contract or expected term of employment during each fiscal year. Sick days may accumulate without limitation. Regular part-time employees who work at least 20 but less than 40 hours per week will accrue sick leave on a pro rata basis to the schedule for full-time employees.

You may use paid sick leave in either half or full-day increments for absences as follows:

- personal illness
- injury
- dental care
- exposure to a contagious disease
- death not covered by bereavement policy
- illness, injury, or medical appointment of a child, spouse, Civil Union partner, domestic partner, or parents
- illness, injury, or medical appointment of a sibling, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury (this time is limited to a period of no less than the personal sick leave that would be accrued during six months at the employee's then current rate of entitlement).

Residence of a member of the immediate family within or outside of the employee's home is not a factor in this policy.

An employee who must be absent from duty because of illness shall notify the employee's supervisor, supervisor's designee or call the Human Resources Office at the earliest practicable time.

A medical exam, at board expense, or a doctor's certificate regarding a release to work may be required for sick leave absences of more than three consecutive days. Supervisors shall notify Human Resources of any employee's sick leave absence of 3

or more consecutive days due to medical reasons for purposes of the Family and Medical Leave Act (Policy 4.131).

Abuse of the sick leave privilege is cause for disciplinary action, possibly including termination.

The Human Resources Office maintains the official sick leave use and accrual records on the employee's time records. Every half day or full day of absence for sickness should be indicated on the employee's time sheet.

If an employee has used all accumulated, accrued leave time (personal, sick, vacation and any compensation time where applicable) and is not released to return to work, a request of withdrawal of sick days from the sick leave bank following the sick leave bank guidelines may be made through the Human Resource Office. An employee must be a member of the sick leave bank for one year before they may request withdrawal from the program.

An employee will not be paid for unused sick leave when termination or resignation from the college occurs. If more sick leave is used than earned when an employee resigns, retires, or is terminated, it will be deducted from the last pay.

**Section 11.2 - Personal Leave:** Subject to prior administrative approval, each full-time employee is entitled to three (3) personal leave days through the fiscal year, accrued one-half day every two months, for the purpose of attending to personal business.

**Section 11.3 - Jury/Witness Duty:** Full-time and part-time personnel required by the courts to perform witness and jury duty will be excused for the time required to perform such duties from regular duties upon presentation to the immediate supervisor of evidence indicating the necessity for a legal appearance.

Such witness and/or jury duty shall not result in any loss of compensation or fringe benefit rights that the employee is otherwise eligible for from the college.

In the case of an employee being a litigant (plaintiff or defendant in a lawsuit) this policy is not applicable. Days of absence so involved may be applied to any personal leave days, vacation days or unpaid leave days to which the employee is entitled or shall be counted as days of absence without pay. Proper prior notification should be given to the immediate supervisor relative to the circumstances.

Those eligible for witness and jury duty benefits applicable to their circumstances are:

- A. Those who are employed on approximately a 40 hour per week schedule or otherwise have administrative and/or teaching responsibilities that are regarded as full-time.

- B. Classified personnel who are regularly employed at least one-half time.

**Section 11.4 - Leaves of Absence:** Leaves of absence without pay may be granted by the Board to any employee who has at least one (1) year service in the District if, in the opinion of the Board, such leave would serve the best interest of the College and the employee. These leaves of absence shall be granted with the following conditions:

- A. Insurance Rights: The employee shall be given an opportunity to continue insurance coverage in the District's insurance program during a Board-approved leave of absence but shall be required to pay all premiums connected with this coverage to the Business Office.
- B. Duration of Leave: The leave of absence will not normally exceed twelve (12) consecutive months.
- C. Guarantees: The Board will guarantee the same or similar job at the end of the leave unless the job has been eliminated during that time.
- D. No Break in Service: The employee shall not suffer a break in continuous service.
- E. Reinstatement of Benefits: Seniority, salary level, benefits and accumulated sick leave shall not be forfeited by the employee during the leave, but shall be reinstated upon return to the College.
- F. Maternity and Paternity Leave: This leave of absence shall apply to maternity and paternity leaves, as well as Section 11.5.

**Section 11.5 – Leave, Family and Medical Leave Act (FMLA), Leave, Military, and other Leaves:** State and Federal leaves required by state and/or federal law will apply to union members. The applicable law or the Highland Community College policy manual will be followed (in that order) for a specific leave.

**Section 11.6 - Unpaid Leave Days:** Unpaid leave days may be taken by an employee with supervisor approval. These leave days are days for which the employee is not paid and should be so noted on the time sheet or time card. Seniority will be impacted if unpaid leave under this policy continues for more than three days.

**Section 11.7 – Leave, Bereavement — Full-Time Active Employees:** The College will grant one day paid leave for bereavement of extended family: aunt, uncle, cousin, niece or nephew. Three consecutive days paid leave for family including brother or sister-in-law, son or daughter-in-law, mother or father-in-law, grandparent or grandparent-in-law or grandchild. Five consecutive days paid leave for immediate

family: spouse or Civil Union partner, child (biological, adopted, foster, step, legal ward, or a child for whom the employee stood in loco parentis), parent, sibling, stepsibling, stepparent. Bereavement leave days cannot be accrued. Under the Illinois Child Bereavement Leave Act, after 1,250 hours of service with an employer during the prior 12-month period an employee is eligible for two weeks (10 working days) of unpaid leave following the death of a child. The first five days will be paid as noted above and the remaining five days will be unpaid. Employees meeting the eligibility requirements of the Illinois Child Bereavement Leave Act, may elect to substitute paid leave they have accrued, such as sick, vacation or personal days, for any unpaid portion of the leave. Leave under the Illinois Child Bereavement Act must be completed within 60 days after the date an employee receives notice of the death of the child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during a twelve-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act.

The employee's immediate supervisor authorizes the use of bereavement leave. If additional time is needed beyond what is indicated above, vacation, sick or unpaid personal leave may be taken with supervisory approval in consult with Human Resources. The supervisor should consult with Human Resources in special circumstances.

#### Part-time Active Employees

Under the Illinois Child Bereavement Leave Act, after 1,250 hours of service with an employer during the prior 12 month period, an employee is eligible for two weeks (10 working days) of unpaid leave following the death of a child. Child is defined as a biological, foster, adopted or step child, a legal ward or a child for whom the employee stood in loco parentis. Bereavement leave days cannot be accrued. Employees meeting the eligibility requirements of the Illinois Child Bereavement Leave Act may elect to substitute leave they have accrued such as sick, vacation or personal days for any portion of the leave. Leave under the Illinois Child Bereavement Act must be completed within 60 days after the date an employee receives notice of the death of the child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during a twelve-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act.

The employee's immediate supervisor authorizes the use of bereavement leave. If additional time is needed beyond what is indicated above, vacation, sick or unpaid leave may be taken with supervisory approval in consult with Human Resources. The supervisor should consult with Human Resources in special circumstances.

## **ARTICLE XII - GENERAL WORKING CONDITIONS**

**Section 12.1 - Resignation:** If an employee wishes to resign, the employee must notify the supervisor as soon as possible. A two (2) week notice is generally expected from all employees.

**Section 12.2 – Sexual and Other Harassment:** State and/or federal law regarding sexual and other harassment will apply to union members. The applicable law or the Highland Community College policy manual will be followed (in that order) for a specific situation.

**Section 12.3 - Controlled Substances/Alcohol Use:** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or the use of alcohol is prohibited in and on property owned or controlled by the College. Employees may neither report to work while under the influence of illegal drugs nor under the influence of alcohol.

Employees may be tested for suspected alcohol or drug abuse whenever the Employer has reasonable suspicion of such abuse. The Employer will bear the full cost of any such tests. The validity of the test and, of the reasonable suspicion, shall be defined by the most recent court cases governing the College.

Violations of these rules may be cause for mandatory evaluation/treatment for substance abuse and for disciplinary action up to and including dismissal.

**Section 12.4 - Accidents:** Once an employee is aware of a work-related injury or illness, it must be reported to the supervisor via written, verbal or voice messaging within twenty-four (24) hours.

**Section 12.5 - Outside Employment:** No employee may engage in any outside employment which will interfere with the performance of his/her assignment. The employee has the responsibility for obtaining permission from the immediate supervisor before accepting a position which might conflict with his/her position at the College. This policy shall not preclude any employee from such other employment which does not conflict with College responsibilities or work hours.

**Section 12.6 – Unscheduled College Closing:** If the College is closed due to adverse weather conditions, or other emergencies (e.g. electrical outage, water main break, etc.), the employee is expected to work unless the supervisor informs differently. He/she will be paid his/her regular eight (8) hour pay, plus time and one-half (1-1/2) comp time or overtime for hours worked on that day. For closure due to inclement



weather, third shift employees will receive overtime based on the number of hours received by second shift employees. For closure due to all other emergencies, overtime will be based on the actual times of the closure. If unable to report to work, he/she will contact his/her supervisor and shall be paid as all other classified employees at the College. Those individuals expected to work will not be based on seniority.

**Section 12.7 - Probationary Period:** All new employees will serve a probationary period of sixty (60) days. Employees who have worked sixty (60) days shall have satisfactorily completed the probationary period. The probationary period shall serve as a determination as to whether an employee will be continued in the position. Probationary employees may be terminated without cause.

**Section 12.8 - Reclassification of Position:** If, in the opinion of the Director of Facilities and Safety, the duties of a position have changed or increased substantially, he/she will initiate reclassification of the position. The Director of Facilities and Safety shall meet with the Union, the employee, and his/her supervisor to discuss duties and pay for the position. No changes shall be recommended to the Board without agreement of the parties.

## **ARTICLE XIII - OVERTIME/COMPENSATORY TIME**

**Section 13.1 - Overtime Hours:** Employees shall be paid overtime for all hours worked in excess of forty (40) hours a week. Vacations, personal leave days, holidays and compensatory time shall be calculated in the forty (40) hours. All employees shall be required to work overtime when requested; however, no employee shall be required to work more than four (4) hours overtime per day after they have worked an eight (8) hour day. Overtime must be approved by a supervisor.

**Section 13.2 - Overtime Rate:** Any hours worked in excess of 40 hours a week require supervisor approval. Employees shall be compensated at a rate of time and a half (1 1/2) for each hour over forty (40) hours during the week. At the employee's request, the employee shall be granted compensatory time at the rate of time and a half (1-1/2) for each hour worked in lieu of overtime, if comp time maximum is not reached. Comp time requests must be completed in ADP at the time of the request.

### **Section 13.3 - Minimum Hours:**

- A. **Call Back:** An employee who is called back to work shall be guaranteed a minimum of two (2) hours pay at the employee's appropriate hourly rate of pay.
- B. **Early Report:** If an employee is called in to work preceding his/her normal workday, he/she will be paid at the overtime rate for the time worked before

his/her shift begins. In addition, he/she will be permitted to work until the end of his/her normal workday dependent on College open status:

**Section 13.4 - Limits on Accumulation of Comp Time:** Employees shall be limited to the accumulation of 120 hours of compensatory time at any one time. Use of compensatory time by employees shall be approved at least 24 hours in advance unless approved otherwise by the supervisor or unless use is due to an emergency. Employees who reach the 120 hour limit will not be allowed to accumulate additional compensatory time but shall be paid all additional overtime at the appropriate overtime rate. Accrued compensatory time earned through May of a given fiscal year will be paid to employees in June of each fiscal year. A maximum of 40 hours of compensatory time earned through May of a given year may be carried over to the next fiscal year.

**Section 13.5 – Custodial/Maintenance Overtime Posting:** Typically, for special events overtime shall be posted, bid, and assigned by seniority (unless the hours become available due to an emergency or there is less than 24 hours of notice) within the Custodial/Maintenance departments unless the Director of Facilities and Safety feels another person is more familiar with the duties or for training purposes. The most senior employee who bids on the overtime shall be assigned the available hours.

## ARTICLE XIV - VACATION AND HOLIDAYS

**Section 14.1 - Holidays:** The following days are recognized as holidays, at least eleven (11) of which shall be observed and paid for employees each year:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving
12. The Friday following Thanksgiving
13. Christmas
14. The day preceding Christmas
15. Good Friday

If the holiday falls on a Saturday, it will be observed at Highland Community College on the preceding Friday, and if the holiday is on a Sunday, it will be observed at Highland Community College on the following Monday. Holidays to be observed are listed in the annual calendar. Where an employee has an assigned weekly work schedule other than Monday through Friday and a holiday observed by the College falls on one of the assigned non-work days, the employee's supervisor, with the employee's input, will schedule the workday either immediately before or after the holiday to be observed as the holiday for this employee. Employees who work third shift (Sunday - Thursday) shall be allowed to observe Monday holidays on Sunday night.

**Section 14.2 - Vacation:** A new employee earns an accrued .83 vacation days per month not to exceed ten (10) days per year. It is intended that new employees refrain from requesting vacation during their initial six (6) months of employment to allow them the proper time to learn and adjust to their new position. Employees shall receive the following paid vacation benefits:

1 year through 5 years of employment	10 days vacation
After 5 years of employment	15 days vacation
After 15 years of employment	20 days vacation

Except for unforeseen emergencies, vacation time should be scheduled as far in advance as possible. Such requests must be approved by the supervisor and recorded in the ADP time and attendance software. Consideration will be given to all requests for vacation time and the employee's preference will be respected whenever practicable. However, the College reserves the right to deny requests which may jeopardize the operation of the College. Competitive requests for the same time off shall be decided on the basis of employee seniority within the institution.

An employee may carry over no more than ten (10) vacation days into the next fiscal year. These carry-over days must be used during the first six (6) months of that fiscal year.

An employee who resigns, retires or is terminated shall be granted full pay for earned, unused vacation time or compensatory time.

## **ARTICLE XV - WORKDAY/WORKWEEK/SUMMER**

**Section 15.1 – Workday:** A first shift employee's normal workday consists of eight (8) hours of work which may be interrupted by unpaid time for lunch. The second and third shift employee's normal workday consists of eight (8) hours including a one-half (1/2) hour paid lunch. In accordance with current practice, two (2) fifteen minute rest periods

shall be scheduled daily with exceptions approved by the Director of Facilities and Safety.

**Section 15.2 – Workweek:** An employee's workweek shall be five (5) consecutive days. No employee shall be required to work more than forty (40) hours in a week without overtime compensation. Vacations, personal leave days, holidays and compensatory time shall count in the forty (40) hour workweek.

**Section 15.3 - Summer Work Schedule:** If the Board decides to change the existing summer work schedule for custodial and maintenance employees, it will notify the Union president of any changes at least 30 calendar days in advance of said changes. If the Union wishes to discuss the changes with the administration, the Union president will notify the direct supervisor of the Director of Facilities and Safety to arrange a meeting. If after discussion there is not an agreement, then the Union contract would be opened for renegotiations on this section. However, as long as the summer work schedule continues, sick leave, vacation, holidays, overtime, and personal leave shall be governed in accordance with the present practice for summer schedules.

## ARTICLE XVI - INSURANCE

**Section 16.1 - Medical Insurance and Flexible Benefit Plan:** The College agrees to continue medical insurance at the same or substantially the same coverage as it is currently providing unless the College unilaterally changes the coverage due to negotiations with faculty. The premium cost share to an employee for the duration of this contract shall be equal to faculty. In addition, a flexible benefit plan of flexible saving account shall be available to each full-time employee.

**Section 16.2 - Life Insurance:** A full-time employee's beneficiary will receive one and one-half (1-1/2) times the employee's annual salary or forty thousand dollars (\$40,000) whichever is more. Employees are also entitled to life insurance benefits under the State University Retirement System and Worker's Compensation Law.

**Section 16.3 - Duration of Coverage:** An employee and his/her dependents are covered by the Group Medical-Dental Health/Life Insurance Plans in accordance with the existing insurance plan. An employee who resigns or who has been terminated for any reason other than gross misconduct shall be allowed to apply for coverage under COBRA.

**Section 16.4 - Immunization:** Employees at risk for specific job related diseases, such as Lyme disease and Hepatitis B, shall have the option of obtaining immunization for those diseases, at College expense.

## **ARTICLE XVII - MISCELLANEOUS BENEFITS**

**Section 17.1 - YMCA Membership:** Each full-time employee is eligible to apply for the use of a Highland Community College YMCA membership card during the annual enrollment period. The employee membership may be upgraded and paid for by the employee through payroll deduction. The Highland Community College employee membership will be cancelled if not used for a period of thirty (30) days or upon termination of employment. Replacement of lost or stolen cards is the responsibility of the cardholder.

**Section 17.2 - Payroll:** All full and regular part-time personnel shall be paid bi-weekly. If the payday falls on a holiday or weekend, the paycheck will be distributed on the closest preceding workday.

**Section 17.3 - Bookstore:** All full-time and part-time employees may purchase textbooks, for use by themselves, their spouse or Civil Union partner, or their dependents (as defined in Policy 4.223) at a discount off retail price equal to the markup (not to exceed 20%).

All full-time and part-time employees may purchase clothing and gift items at a 20 percent discount. The discount on technology and software products will be determined by the bookstore on an item by item basis. There will be no discounts on the following items: meal cards, computer math software licenses, magazine subscriptions, and transit passes. No discounts will be applied to sale items unless specified by the bookstore manager. The employee eligible for the discount must be present when the discounted purchase is made.

**Section 17.4 - Physical Exam:** If an existing or newly hired employee is required to take a physical exam for employment purposes, the Board shall pay for the cost of the employee's exam.

**Section 17.5 - Uniforms:** The Board shall provide each new full-time employee six (6) sets of uniforms (pants, shirts), a heavyweight jacket, and a lightweight jacket following the employee's probationary period. The Board shall provide each new part-time employee three (3) sets of uniforms (pants, shirts) and choice of either a heavyweight or lightweight jacket following the employee's probationary period. The uniforms will be of a standard type and quality to be determined by Administration. The Board shall provide five (5) pieces of uniforms (shirt, pants, jacket) each year to all other full-time employees. The employee shall elect which pieces he/she needs by August and the uniforms shall be requested to be delivered by October of each year. An employee may elect to be reimbursed for the purchase of pants/jeans of their choice in a year in which other uniform pieces of equal or greater value are not needed. An employee

may elect to be reimbursed up to \$100 for the purchase of shoes in a year in which other uniform pieces of equal or greater value are not needed. A part-time employee may elect to be reimbursed up to \$50 for the purchase of shoes in a year in which other uniform pieces of equal or greater value are not needed. The shoes must be a quality that is in keeping with safety regulations. Employer provided shirts are to be worn at all times while at work unless given approval by supervisor to not wear them. A onetime written notification will be given prior to any disciplinary action being taken related to not wearing the provided shirt. The employer shall provide additional clothing items or replace damaged clothing at the discretion of the Director of Facilities and Safety.

### **Section 17.6 - Tuition Waivers:**

#### **Full-time Employees**

The Board will provide a tuition waiver only at Highland Community College for all full-time employees and adjunct faculty, their spouse or Civil Union partner, dependent children, and dependent grandchildren. The full-time employee must be actively employed in a full-time or adjunct faculty position during the semester of attendance.

This benefit is available on the employee's first day of employment or rehire. Eligibility is not retroactive; an employee must be actively employed at the start of the term to use the benefit.

All fees, books and supplies will be the responsibility of the employee.

Employees wishing to take a course during their normal working hours must secure the permission of their immediate supervisor for released time or compensatory time.

The number of courses taken during a normal working day by any full-time employee will be limited to one course (up to 3 credit hours) unless special permission is granted by the employee's supervisor and the President.

#### **Part-Time Classified Employees and their Dependents/Spouse or Civil Union Partner**

1. The Board will provide a full tuition coverage only at Highland Community College for all classified part-time employees working at least 14 hours per week. Temporary and on-call part-time employees, summer workers, as well as student workers, are not eligible for this benefit.
2. The policy will be effective upon one continuous full year of employment for classified part-time employees.
3. If a part-time classified employee has a break in service of more than four months, their eligibility for this benefit will start over.

4. Part-time classified employees must be actively employed at Highland during the semester of attendance for the benefit to be effective. Eligibility is not retroactive; an employee must meet the eligibility criteria at the start date of the term to use the benefit.
5. Part-time classified employees are encouraged to take classes during non-work hours unless their work schedule can be adjusted.
6. The Board will provide partial tuition coverage only at Highland Community College for all half time and three-quarter time regular classified employee's spouse or Civil Union partner, dependent children, and dependent grandchildren who meet the eligibility requirements as outlined above.
  - a. The scholarship will provide half of the tuition coverage for half time (equivalent to working 20-27 hours per week) regular classified employee's dependents, spouse or Civil Union partner;
  - b. and will provide three-quarters of the tuition coverage for three-quarter time (equivalent to working 28-32 hours per week) regular classified employee's dependents, spouse or Civil Union partner.

"Dependent" is defined as:

1. An employee's legal spouse or Civil Union partner who is a resident of the same country in which the employee resides. For the purposes of this definition, a common-law spouse will not be considered a dependent.
2. An employee's child or grandchild who meets all of the following requirements:
  - a. Is a resident of the same country in which the employee resides.
  - b. Is unmarried.
  - c. Is a natural child, stepchild, legally adopted child, a child placed in the employee's physical custody whom the employee intends to adopt, a child for whom the employee and/or employee's spouse or Civil Union partner has been named legal guardian, or a child for whom the employee is legally financially responsible.
  - d. The employee and/or the employee's spouse or Civil Union partner must have joint custody or any shared time arrangement.
  - e. The child must be dependent upon the employee and/or the employee's spouse or Civil Union partner for support.
  - f. Is less than twenty-five (25) years of age.

**Section 17.7 - Employee Assistance Program:** The College shall make available to all full-time employees, spouses, and dependent family members, an employee assistance program. The program shall provide confidential professional assistance in the form of a personal evaluation interview to identify the nature of the concern and

possible methods of resolution of persistent behavioral, personal, emotional or medical problems.

**Section 17.8 - Payroll Deductions:** Upon written authorization from an employee, the Board shall deduct from the employee's compensation for one or more of the following:

- A. Credit Union;
- B. Tax Sheltered Annuity 403(b); for the 2021-2022 contract year the Highland Board will match up to \$775 of 403(b) contribution per employee; Tax Sheltered Annuity 403(b) for the 2021-2022 contract years the Highland Board will match up to \$775 of 403(b) contribution for part-time employees allocated based on the employee's contracted number of weekly hours;
- C. Other qualified deductions.

Such authorization shall be submitted no later than ten (10) calendar days prior to the effective payroll.

**Section 17.9 – Planned Retirement:**

- A. Any full-time member may submit an irrevocable written notice of retirement to the Director of Human Resources up to three years in advance of retirement date. Upon acceptance of the retirement by the Board of Trustees, qualified employees will receive a raise of up to 3% on their base salary for each of the last years of service. The raise will default to an annual 3% if the member's annual earnings are equal or less than the previous year's earnings. If the member's annual earnings otherwise increase in a given year due to circumstances other than this planned retirement program, the retirement program raise will be reduced so that the annual increase equals 3%. Earnings for this purpose of this provision are defined as any earnings used to calculate the Final Rate of Earning (FRE) as defined by SURS.
- B. A member may participate in the Planned Retirement Program for less than three years, but may not exceed three years.
- C. At the discretion of the Board of Trustees, the number of planned resignations may be limited to three custodians, one groundsperson or shipping and receiving clerk, and one maintenance person per year. Should the Board exercise this option, resignations will be accepted on a seniority basis.
- D. To be eligible for the Planned Retirement Program, members must submit an irrevocable written letter of notice of retirement to the Human Resources Director up to three years in advance of their retirement date and meet one of the following criteria at the time the notice of retirement is presented:
  - a. At least 62 years old and 15 years of SURS or any reciprocal pension system service credit; or
  - b. At least 55 years old and 20 years of SURS or any reciprocal system service credit; or
  - c. Any age with 30 years of SURS or any reciprocal systems service credit.



- E. Participation in the Planned Retirement Program will have no effect on the accumulation of accrued unused sick days or the conversion of sick days towards years of service for retirement.
- F. Beginning the fall term of the 2020-2021 academic year, an eligible individual desiring to enroll in the Planned Retirement Program will submit a written notice of retirement at least three weeks prior to the start of when the salary adjustment will occur.
- G. The Planned Retirement Program provision, absent affirmative agreement by the Board and Custodial Maintenance Council, will not automatically continue within the body of this Contract. It is the express intent of the Board that this provision sunset at the expiration of this agreement.

**Section 17.10: Cell Phone Allowance-** The following members: Lead Custodians, Lead Groundsperson, and Maintenance Personnel will receive a \$20 a month stipend for the use of their personal cell phone with the expectation that they may be contacted by coworkers and other administrators and staff. Payment will start the month following the signing of this agreement.

#### **Section 18.1 - Salaries:**

For the 2021-2022 contract year members of the Facilities and Maintenance groups have been grouped into the following five categories for placement on the pay range/scale:

Custodial/Lead Custodian  
 Groundsperson Assistant  
 Groundsperson  
 Maintenance Mechanic  
 Receiving/Shipping/Warehouse Clerk

1. Salary increases would mainly align with the Human Resources market study data chart and employee groups.
  - a. Anyone showing below a 2.5% increase would get a 2.5% increase.
  - b. Anyone above a 2.5% increase would get the amount shown on the data chart, up to 6% maximum.
  - c. Anyone, within the given raise that does not reach the Minimum Wage would be moved to \$12.10 per hour.
  - d. For those employees where the market study shows an increase above 6% the C/M would like to add an MOU with the following language:

## Memorandum of Understanding

The College and Union would agree, according to the chart shared with the Union on 9/16/21, the five employees that would make the recommended percent% FTE over 6% would be guaranteed the percentage over 6% in the next contract. The Union would still have the right to negotiate higher wages for the five employees.

- |                          |                                  |
|--------------------------|----------------------------------|
| 1. Custodian.            | 6.88% start negotiating at .88%. |
| 2. Custodian.            | 6.36% start negotiating at .36%  |
| 3. Groundsperson.        | 15.14% start negotiating at 6%.  |
| 4. Custodian.            | 6.73% start negotiating at .73%. |
| 5. Maintenance Mechanic. | 9.71% start at 3.71%.            |

If any employee group (Professional, Administrative, Faculty or Support Staff) receives a pay increase over the duration of this contract the union has the right to reopen the contract for salary purposes only.

### **Section 18.2 – Starting Pay/Range:**

The past starting pay ranges would go away and be replaced with the Human Resources wage data study report.

**Section 18.3 - Shift Premium and Lead Custodian Premium Differential:** An employee who regularly works any second or third shift schedule or whose regular assignment includes Saturdays or Sundays shall receive thirty-five cents (\$.35) per hour shift premium for that Saturday or Sunday. The shift premium shall be added to each employee's hourly rate of pay.

An employee who has been assigned as a lead custodian shall receive one dollar and ten cents (\$1.10) per hour lead custodian premium. In addition, an employee assigned as a lead custodian who regularly works any second or third shift schedule or whose regular assignment includes Saturdays or Sundays shall also receive thirty-five cents

.. (\$ .35) per hour shift premium for that Saturday or Sunday. The shift premium shall be added to each employee's hourly rate of pay.

**Section 18.4 - Incentive for Obtaining New Skill:**

Any member of the C/M group will be eligible for an increase in pay ranging from sixty cents per hour (\$.60) to one dollar per hour (\$1.00) upon demonstrating proficiency in a new skill or an advanced level of skill that is both useful in and relevant to their position at the college or being certified/licensed in a relevant field (i.e. CFC License, Pesticide Applicator's License, Pool Operator's License, Electrician's Certification, etc.) that is considered beyond the basic requirements of the position. If a skill is no longer exercised, a certification/license has lapsed, or if a member transfers to a position where that particular is no longer relevant to their position, they will no longer be eligible for the pay increase and the members hourly rate will be decreased by the same amount it was increased. Eligibility for this increase will be determined by the Director of Facilities and Safety.

**ARTICLE XIX - DURATION AND RELATED CAUSES**

**Section 19.1 - Duration:** This Agreement shall be in effect as of July 1, 2021 and shall continue in full force and effect until 12:00 a.m. (midnight) June 30, 2022.

**Section 19.2 - Separability:** Should any article, section or clause of this Agreement be declared illegal by a forum of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent it violates the law and upon the request of either party, negotiations may be renewed to consider the impact thereof. The remaining articles, sections, and clauses shall remain in full force and effect.

**HIGHLAND CUSTODIAL &  
MAINTENANCE COUNCIL, LOCAL 1957**

**HIGHLAND COMMUNITY COLLEGE  
DISTRICT 519**

\_\_\_\_\_  
**President of the Union**

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Secretary of the Union**

\_\_\_\_\_  
**President of the College**

\_\_\_\_\_  
**Union Negotiations Chairperson**

\_\_\_\_\_  
**Board Negotiations Chairperson**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**