

HIGHLAND COMMUNITY COLLEGE

District #519

AGENDA

Board of Trustees Meeting

February 22, 2022 – 4:00 p.m.

Robert J. Rimington Board Room (H-228)

Highland Community College Student/Conference Center

Freeport, Illinois

Public access to the meeting is provided online via

<https://highland.zoom.us/j/88320472535?pwd=SmdzVjE3cDRVenFlaFBYRm5sV2VlOT09>

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

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. Approval of Minutes: January 25, 2022 Regular Meeting
- IV. Public Comments
- V. Introductions
- VI. Budget Report
- VII. Foundation Report
- VIII. Consent Items
 - A. Academic (None)
 - B. Administration (None)
 - C. Personnel
 - 1. Part-time Instructors, Overload, and Other Assignments (Page 1)
 - D. Financial (None)
- IX. Main Motions
 - A. Academic (None)
 - B. Administration
 - 1. Second Reading – New Policy 4.037: Anti-bullying (Page 6)
 - 2. Second Reading – Revised Policy Manual Appendix: College-Authorized Security Cameras Acceptable Use Guidelines (Page 9)
 - 3. Second Reading – Revised Policy on Definitions (Page 14)
 - 4. Second Reading – Revised Policy 4.095: Leave, Vacation – Administrative/Professional/Classified Employees (Page 19)
 - 5. Second Reading – New Policy 3.102: Financial Aid Return of Title IV Funds (Page 22)
 - 6. First Reading – Revised Policy 4.034: Sexual Harassment (Page 25)

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.

7. First Reading – New Policy 4.035: Discrimination-Related Harassment (Page 33)
8. First Reading – New Policy 4.036: Sexual Harassment and Discrimination-Related Harassment Reporting Process (Page 37)

C. Personnel

1. Revised Job Description: Director, Marketing and Community Relations (Page 49)
2. Revised Job Description: Vice President/Chief Academic Officer (CAO), Academic Services (Page 53)

D. Financial

1. Second Reading – Tuition (Page 58)
2. Driver Training School Agreement Between Highland Community College and Rock Gate Capital, LLC (dba 160 Driving Academy) for CDL Training (Page 59)
3. Acceptance of Bid: Building “N” Microbiology Laboratory Renovation Project (Page 66)
4. Approval of Statement of Final Construction Compliance: Building “S” Auxiliary Gymnasium Renovation Project (Page 69)
5. Approval of Statement of Final Construction Compliance: Building “N” Science Laboratory Renovation Project (Page 71)
6. Payment of Bills and Agency Fund Report – January 2022 (Page 73)

X. Reports

- A. Treasurer’s Report: Statements of Revenue, Expenditures, and Changes in Fund Balance (Page 75)
- 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. Illinois Community College Trustees Association (ICCTA) Representative
- G. Association of Community College Trustees (ACCT)
- H. Board Chair
- I. Administration (*included in administrative reports*)
- J. Strategic Plan (*included in Strategic Planning report*)

XI. 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

XII. 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. Appointment of Tenure (Handout)
 - 2. Appointment of Tenure (Handout)
 - 3. Appointment of Tenure (Handout)
 - 4. Appointment: Interim Vice President/Chief Academic Officer (CAO), Academic Services (Handout)
- 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. Memorandum of Understanding (MOU) Between Highland Community College (Board of Trustees) and Highland Community College Custodial and Maintenance, Affiliated with IFT/AFT/AFL-CIO Local 1957 Regarding Clarification of Contract Section 18.4 (Page 84)

XIII. Old Business

- A. Higher Learning Commission Accreditation

XIV. New Business

- A. Vice President/Chief Academic Officer (CAO), Academic Services Search

XV. Dates of Importance

- A. Next Quarterly Board Retreat – March 9, 2022, at 8:00 a.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center
- B. Next Regular Board Meeting – March 22, 2022, at 4:00 p.m. in the Robert J. Rimington Board Room (H-228)

XVI. Adjournment

**AGENDA ITEM #VIII-C-1
FEBRUARY 22, 2022
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: _____

Spring 2022				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
HSS/Fine Arts								
Heidi	Spotts-Manthey			Chorale Director				\$1,750.00
Heidi	Spotts-Manthey			Youth Choir Accompanist				\$750.00
Heidi	Spotts-Manthey			Chamber Singers Accompanist				\$1,500.00
Heidi	Spotts-Manthey			Royal Scots Accompanist				\$1,500.00
Dagny	Brandt			Youth Choir Director				\$1,750.00
Brandon	Lamm			Orchestra Director				\$1,750.00
Bill	Petersen			Big Band Director				\$1,750.00
Scott	Stich			Concert Band Director.				\$1,750.00
Nadia	Wirchnianski			Chorale Accompanist				\$1,400.00
Kevyn-Ann	Sutter			Part-Time Forensics Coach				\$2,250.00
Norah	Flaherty			Part-Time Forensics Assistant				\$1,500.00
Lenie	Adolphson	6454	HIST143Y1	US History I		3	\$568.00	\$1,704.00
Lenie	Adolphson	6455	HIST144Y1	US History II		3	\$568.00	\$1,704.00
Lenie	Adolphson	6456	HIST247Y1	African-American History I		3	\$568.00	\$1,704.00
Lenie	Adolphson			Curriculum Development for HIST247				\$400.00
Lenie	Adolphson			Curriculum Development for HIST144				\$400.00
Colette	Binger	6568	PSY262HB	Human Growth/Dev		3	\$573.00	\$1,719.00
Thompson	Brandt	6144	HUMA104N	Intro to Humanities		3	\$660.22	\$1,980.66
Thompson	Brandt	6145	MUS268Y1A	Music of the USA		3	\$660.22	\$1,980.66
Thompson	Brandt	6146	MUS268Y1B	Music of the USA		3	\$660.22	\$1,980.66
Alex	Jansen	6267	ART218HB	Graphic Design II		3	\$660.22	\$1,980.66
Adrian	Kostallari	6164	COMM214N	Bus/Tech Writing		3	\$573.00	\$286.50*
Adam	Moderow	6195	RDG083A	College Rdg Foundations		3	\$573.00	\$1,719.00
Adam	Moderow	6194	RDG120A	College Rdg Strategies		3	\$573.00	\$1,719.00
Elizabeth	Niesman	6196	COMM084A	Basic Written Comm		3	\$573.00	\$1,719.00
Elizabeth	Niesman	6197	RDG082A	Basic College Rdg		2	\$573.00	\$191.00*
Anthony	Peska	6208	CJS203DCY	Criminal Law		3	\$563.00	\$1,689.00
Heidi	Spotts-Manthey	6214	MUS267Y1A	Intro to Music		3	\$573.00	\$1,719.00
Heidi	Spotts-Manthey	6215	MUS267Y1B	Intro to Music		3	\$573.00	\$1,719.00
Scott	Stich	6219	MUS158A	Aural Skills II		1	\$573.00	\$573.00
Scott	Stich	6221	MUS162A	Theory II		3	\$573.00	\$1,719.00
Loretta	Swanson	6224	ART110Y1	Intro to Art		3	\$573.00	\$1,719.00
Loretta	Swanson	6225	ART216HBN	Art History II		3	\$573.00	\$1,719.00
Loretta	Swanson	6226	HUMA104Y1	Intro to Humanities		3	\$573.00	\$1,719.00
Nadia	Wirchnianski	6230	MUS160HB	Music for Elem Teachers		3	\$568.00	\$1,704.00
Harry	Bodell	6819	SPCH191Y1	Fund of Speech Communications		3	\$1,320.43	\$3,961.29
Laura	Early	6735	THEA196Y1	Intro to Theatre		3	\$1,320.43	\$3,961.29
Sam	Fiorenza			Writing Center		3	\$1,320.43	\$3,961.29
Julle	Hartman-Linck			Assessment Mentor		3	\$1,320.43	\$3,961.29
Chelsea	Martinez	6167	PSY161Y1A	Intro to Psychology		3	\$1,320.43	\$3,961.29
Chelsea	Martinez	6166	PSY161Y1	Intro to Psychology		3	\$1,452.47	\$4,357.41
Kathrine	Perkins			Writing Center		3	\$1,320.43	\$3,961.29
Kathrine	Perkins	6244	ENGL122Y1A	Rhet & Comp II		3	\$1,452.47	\$4,357.41
Paul	Rabideau	6176	PSY262A	Human Growth/Dev		3	\$1,320.43	\$3,961.29

*Pro rated based on students

Spring 2022				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Jennifer	Roser	6199	CJS103DC	Intro to Cyber Security		1.5	\$1,320.43	\$1,980.65
Jennifer	Roser	6811	OCED290G	Work Place Exp - CJS		2	\$1,320.43	\$264.09*
Syed	Uddin-Ahmed	6137	POL152Y1	American Gov & Politics		3	\$1,320.43	\$3,961.29
James	Yeager	6119	HUMA110VMA	Intro to Critical Thinking		3	\$1,320.43	\$3,961.29
James	Yeager	6123	SPCH191VMB	Fund of Speech Communications		3	\$1,452.47	\$4,357.41
James	Yeager	6132	MCOM131VMX	Journalism Practicum		2	\$1,584.51	\$3,169.02
Science/Math								
Karla	Giuffre	6521	BIOL214A	A&P II		3	\$1,320.43	\$3,961.29
Karla	Giuffre	6522	BIOL214AX	Portion of A&P II Lab		2.55	\$1,452.47	\$3,703.80
Jessica	Larson	6554	NURS294VMA	Portion of Hlth & Illness II		3	\$1,320.43	\$3,961.21
						0.83	\$1,452.47	\$1,205.55
Cassie	Mekeel	6626	NURS121AX	Portion of MA Clinical Proc Lab		1.34	\$1,320.43	\$1,769.38
Shelly	Morgan	6627	NURS191A	Portion of Fund of Nursing		3	\$1,320.43	\$3,961.21
						0.6	\$1,452.47	\$871.49
Brittany	Petrelli	6727	NURS294NNX	Portion of Hlth & Illness III Lab		3	\$1,320.43	\$3,961.21
						0.24	\$1,452.47	\$348.59
Jessica	Schneiderman	6577	NURS294VMN	Portion of Health & Illness III		1.12	\$1,320.43	\$1,478.88
Kay	Sperry	6543	NURS192AX	Portion of Hlth & Illness I Lab		3	\$1,320.43	\$3,961.21
						2.96	\$1,452.47	\$4,299.32
Connie	O'Brien	6630	NURS191AXA	Fund of Nursing Lab	96		\$38.00	\$3,648.00
Amanda	Paulsen	6541	NURS188HB	Pathophysiology	32		\$30.00	\$960.00
MAC Lab								
Nancy	Luepke		MATHF1	MAC Lab		2	\$515.00	\$1,030.00
Nancy	Luepke		MATH Y2	MAC Lab		2	\$515.00	\$1,030.00
Nancy	Luepke		MATH Y6	MAC Lab		2	\$515.00	\$1,030.00
Ellen	McGinnis		MATH A1	MAC Lab		2	\$515.00	\$1,030.00
Ellen	McGinnis		MATH E1	MAC Lab		2	\$515.00	\$1,030.00
Mark	Miller		MATH Y4	MAC Lab		2	\$573.00	\$1,146.00
Business/Technology								
Jennifer	Alderman	6334	ACCT116HBN	Intro to Payroll Acct		0.7	\$1,320.43	\$924.30
Jennifer	Alderman	6336	ACCT213Y2	Financial Accounting		2.3	\$1,320.43	\$3,036.00
						0.5	\$1,452.47	\$726.22
Amy	Chamberlin		Cosmetology Classes			3	\$1,320.43	\$3,961.29
					3	\$1,452.47	\$4,357.41	
					1.03	\$1,584.51	\$1,632.05	
Justin	Ebert	6358	AGOC285HB	Soil Fertility/Fertilizers		1.7	\$1,320.43	\$2,244.73
Justin	Ebert	6350	AGOC142HB	Lvstk Facilities/Waste Mgmt		1.3	\$1,320.43	\$1,716.56
						0.5	\$1,452.47	\$726.23
Justin	Ebert	6356	AGOC240HB	Farm Bus Mgmt		1.5	\$1,452.47	\$2,178.71
Justin	Ebert	6360	AGOC299Y1	Ag Capstone Exp		0.3	\$1,452.47	\$435.74
Justin	Ebert	6340	AGRI182HB	Intro Ag Mech & Lab		0.7	\$1,452.47	\$1,016.73
						1.75	\$1,584.51	\$2,772.89
Justin	Ebert	6361	OCED290D	Work PI Exp - Ag		2	\$1,584.51	\$3,169.02
Joe	Grove	6032	BUSN121Y2	Intro to Business		3	\$1,320.43	\$3,961.29
Monica	Pierce	6348	AGOC130HB	Veg Crop Production		2.24	\$1,320.43	\$2,957.76

Spring 2022				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Aaron	Sargent	6097/6098	MTEC270A/280A/285A	CNC Mill/Lathe/Adv CNC		0.96	\$1,320.43	\$1,267.61
Aaron	Sargent	6101	MTEC280B/285B	CNC Lathe/Adv CNC		1.17	\$1,320.43	\$1,544.90
Aaron	Sargent	6096	MTEC165A	3D Printing		0.87	\$1,320.43	\$1,148.77
Aaron	Sargent	6094	MTEC151A	Intro to CNC Machining		2.34	\$1,452.47	\$3,398.78
Aaron	Sargent	6103	OCED290A	Work PI Exp - MTEC		0.6	\$1,452.47	\$871.48
Joseph	DeParasis	6012	EQUI103HB	Equine Evaluation		2	\$573.00	\$1,146.00
Joseph	DeParasis	6013	EQUI105HB	Equine Facilities		3.9	\$573.00	\$2,234.70
Joseph	DeParasis	6014	EQUI127HB	Horse Handling I		2.9	\$573.00	\$1,661.70
Ashley	Harms	6088	ECE207Y1	Math/Science Young Child		3	\$568.00	\$568.00*
Thomas	Harrison	6015	BUSN125HB	Math of Business		3	\$515.00	\$1,545.00
Thomas	Harrison	6430	MATH111B	Technical Math		3	\$515.00	\$1,545.00
Marissa	Hurlbert	6646	EQUI119HBN	Equine Stress Points I		2.9	\$505.00	\$1,464.50
Elizabeth	Priller	6437	ITHC220Y1	Anatomy for Info Tech		3.9	\$505.00	\$1,969.50
Crimson	Pulver	6362	EQUI129HB	Horse Handling II		2	\$515.00	\$247.20*
Crimson	Pulver	6363	EQUI133HB	Horse Training I		2	\$515.00	\$499.55*
Crimson	Pulver	6364	EQUI139HB	Riding II		2.9	\$515.00	\$1,493.50
Anna	Ramsby-Thrower	6349	AGOC132HB	Landscape Design		3.9	\$490.00	\$1,911.00
Brandi	Widmer	6018	EQUI109HB	Equine Health Care II		2	\$515.00	\$1,030.00
Brandi	Widmer	6019	EQUI115Y1	Equine Nutrition		3	\$515.00	\$1,545.00
Project Succeed								
Constance	Taylor	6001	MATH066AXX	Basic Algebra I		2	\$515.00	\$1,030.00
Constance	Taylor	6002	MATH067AXX	Basic Algebra I		2	\$515.00	\$1,030.00
Don	Tresemmer	6003	MATH090AXX	Int. Algebra II		2	\$515.00	\$1,030.00
Don	Tresemmer	6004	MATH091AXX	Int. Algebra II		2	\$515.00	\$1,030.00
Leanne	Grahame		Trio-Project Succeed			TBD	\$23.80	TBD
Constance	Taylor		Trio-Project Succeed			TBD	\$24.00	TBD
Don	Tresemmer		Trio-Project Succeed			TBD	\$24.00	TBD
Athletics								
Laura	Watson		Chair - Library Services					\$1,760.57
Michael	Skwara		Coordinator - Learning Management System					\$1,760.57
Athletics								
Joshua	Best		Esports Coach					\$2,000.00
Kyle	Marcum		Esports Coach					\$2,000.00
Tyler	Spinnato		Esports Coach					\$2,000.00
Luke	Norman	6468	PHYD221	Physical Fitness II		2	\$563.00	\$1,126.00
Luke	Norman	6471	PHYD225	Theory of Baseball		2	\$563.00	\$1,126.00
Luke	Norman	6463	PHYD121	Physical Fitness I		1.8	\$563.00	\$1,013.40
Luke	Norman	6462	PHYD115	Intro to Recreation		3	\$563.00	\$1,689.00
Pete	Norman	6722	PHYD111	Intro to Physical Education		2	\$660.22	\$1,320.44
Pete	Norman	6464	PHYD135	Games in Elem Ed		3	\$660.22	\$1,980.66
Pete	Norman	6472	PHYD227	Sports Officiating		2	\$660.22	\$1,320.55
Jennifer	Smith-Norman	6473	PHYD239	Body Mech/Yoga		1.8	\$573.00	\$1,031.40
Danielle	Walker	6467	PHYD220	Team Sport Softball		1.4	\$660.22	\$924.30
Danielle	Walker	6721	HLTH212	First Aid		2	\$660.22	\$1,320.44
Danielle	Walker	6474	HLTH112	Health		2	\$660.22	\$1,320.44

Spring 2022				COURSE	CLOCK	CREDIT		TOTAL	
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY	
Success Center									
Leanne	Grahame		Success Center		TBD		\$24.03	TBD	
Leanne	Grahame		Success Center		TBD		\$24.03	TBD	
Caroline	Gluffre		Success Center		TBD		\$22.87	TBD	
Elizabeth	Niesman		Success Center		TBD		\$26.74	TBD	
Connie	Taylor		Success Center		TBD		\$26.74	TBD	
Michael	Thrumman		Success Center		TBD		\$22.87	TBD	
Liz	Niesman	6450	LIBS199Y1A	FYES		2	\$573.00	\$1,146.00	
Liz	Niesman	6449	LIBS199VMA	FYES		2	\$573.00	\$1,146.00	
Samantha	Schaible	6451	LIBS199Y1B	FYES		2	\$660.22	\$1,320.44	
Business Institute									
Aaron	Sargent		WFD048A/B	Inventory 3D CAD				\$800.00	
Upward Bound									
Fahren	Zackery		Upward Bound Tutor		TBD		\$20.00	TBD	
Eldridge	Gilbert		Upward Bound Tutor					\$4,200.00	
Quentoria	Hudson		Upward Bound Tutor		TBD		\$20.00	TBD	
Lifelong Learning									
Drew	Groezienger	6651	PERS032ACC	Tropical Terrarium Bottle				\$425.00	
Science/Math									
Nancy	Luepke		MATH D1	MAC Lab		2	\$515.00	\$860.05*	
Mark	Miller		MATH C1	MAC Lab		2	\$573.00	\$956.91*	
Ellen	McGinnis		MATH C1	MAC Lab		2	\$515.00	\$343.33*	
Ellen	McGinnis		MATH D1	MAC Lab		2	\$515.00	\$686.67*	
Chad	Pals	6595	MATH134DC	Statistics		4	\$548.00	\$1,826.67*	
Chad	Pals	6593	MATH167DC	Plane Trigonometry		3	\$548.00	\$1,644.00	
Chad	Pals	6594	MATH250DC	Analytic Geom/Calc I		5	\$548.00	\$1,826.67*	
Steve	Curran	6391	NSCI132VM	Natural Hazards/Disasters		3	\$1,320.43	\$3,961.29	
Steve	Curran	6392	NSCI115VM	Portion of Human Env Issues		0.42	\$1,452.47	\$610.04*	
David	Esch	6379	PHYS140Y1	Portion of Survey of Physics		0.27	\$1,320.43	\$356.52	
Tony	Grahame	6510	BIOL110B	Principles of Biology		3	\$1,320.43	\$3,961.29	
Tony	Grahame	6511	BIOL110BX	Portion of Princ of Biology		0.46	\$1,452.47	\$667.14	
Martin	Hilberg	6503	MATH134VM1	Portion of Statistics		2.5	\$1,320.43	\$3,301.08	
Steve	Mihina	6179	MATH132Y1	Portion of Applied Practica Math		1.8	\$1,320.43	\$2,376.78	
Juliet	Moderow	6640	BIOL120Y2	Portion of Found of A&P		3	\$1,320.00	\$3,961.29	
						0.72	\$1,452.47	\$1,045.78	
*Pro rated based on enrollment									
Other Assignments									
Lee Ann	Piano		Deposit for facilitation of keynote presentation on 4/1/22 for Support Staff Retreat						\$ 750.00
Rhonda	Arends		Business Institute Instructor						\$ 615.00
Mark	Schreck		Broadcasting for 12 basketball games						\$ 480.00

**AGENDA ITEM #IX-B-1
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SECOND READING – NEW POLICY 4.037
ANTI-BULLYING**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading new policy 4.037, Anti-bullying, which is recommended for inclusion in Chapter IV, Personnel, of the policy manual.

BACKGROUND: New policy 4.037, Anti-bullying, was developed by a workgroup of individuals from across the organization who began meeting in May 2021. Its purpose was to ensure policies support a culture of trust, accountability, and respect, and demonstrate HCC's Cultural Beliefs, Core Values, and Mission. The discussion stemmed from all that has happened nationally, i.e. concerns about racism, political divisiveness, and hate crimes; the increased emphasis on anti-harassment and bullying in colleges, such as Title IX attention on eliminating sexual harassment; and the work at Highland to improve the work culture, including supporting Core Values and Cultural Beliefs and creating a welcoming and inclusive environment.

The workgroup researched best practices and policies in other organizations, particularly higher education, and made the following recommendations: a new Anti-Bullying Policy be adopted (attached), and for clarification and ease of understanding, Policy 4.034 Sexual and Other Harassment be reformatted into three separate policies, which will be considered at the next Policy Review Committee meeting.

The workgroup members consisted of Beth Groshans, Advisor; Christie Lewis, HR Generalist/HRIS Administrator; Steve Mihina, Faculty; Dr. David Naze, VP/CAO; Rhonda Perry, Executive Assistant; Jim Phillips, Dean, Humanities, Social Sciences, and Fine Arts; and Karen Brown, Director, Human Resources.

No additions or revisions have been made since Trustees approved the first reading at their January 25, 2022, regular meeting.

BOARD ACTION: _____

4.037 Anti-Bullying (New)

Bullying is not considered acceptable behavior at Highland Community College. This policy applies to all employees as they interact with students, visitors or each other. Highland supports a culture of respectful academic freedom and freedom of expression and follows the Core Values of Integrity, Compassion, and Respect. Our culture and values do not tolerate bullying and its harmful impact to individuals and the workplace. This policy is not meant to apply to differences of opinion, interpersonal conflicts, and occasional problems in working relations, which are an inevitable part of working life and do not typically constitute workplace bullying.

Definition of bullying: Intentional behavior targeted at an individual or group that is repeated, hostile or offensive, and creates an intimidating and/or threatening environment which produces a risk of psychological and/or physical harm.

Examples of bullying:

Highland considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Nonverbal bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.
- **Cyber bullying.** Use of any electronic form, including, but not limited to, the Internet, interactive and digital technologies, or mobile phone, typically by sending messages of an intimidating or threatening nature.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- **Persistent singling out of one person.**
- **Shouting or raising one's voice at an individual in public or in private.**
- **Using obscene or intimidating gestures.**
- **Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).**
- **Personal insults and use of offensive nicknames.**
- **Public humiliation in any form.**
- **Constant criticism on matters unrelated or minimally related to the person's job performance or description.**
- **Public reprimands.**
- **Repeatedly accusing someone of errors that cannot be documented.**
- **Deliberately interfering with mail and other communications.**

- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Often assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Dealing with bullying:

If bullying is occurring, employees should address concerns as soon as possible. Highland provides training and tools on how to positively communicate concerns and other supportive resources, such as an Employee Assistance Program (EAP) to employees.

Generally, the first step is to give notice to individuals of their perceived bullying behaviors with a goal of self-awareness and correction. The employee may either address the individual directly or ask for support from a member of the Behavior Intervention Team (List of BIT Members may be found at G:\General\Student Issues and Concerns\Behavioral Intervention Members and Contacts), a supervisor or Human Resources. If the behavior continues or is severe, employees should discuss these situations with a supervisor and/or Human Resources. If you witness someone being bullied, show support for the individual being bullied and ask if they would like your assistance. If comfortable, talk with the bully in a constructive manner about the behavior and its effect on the workplace. Let a supervisor or HR know if it persists.

Related policies: Depending on the circumstances, these other policies may be considered.
 4.034 Sexual and Other Harassment
 4.39 Non-Violence

**AGENDA ITEM #IX-B-2
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY MANUAL APPENDIX
COLLEGE-AUTHORIZED SECURITY CAMERAS
ACCEPTABLE USE GUIDELINES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading the attached revised College-Authorized Security Cameras Acceptable Use Guidelines, which are included in the Appendix of the Policy Manual.

BACKGROUND: The recommended updates were made as part of the cyclical review of the policy manual. Language changes were made for clarification and some of the information has been reorganized in order to improve the flow of the document. No changes to policies/procedures within the appendix have been recommended.

No additions or revisions have been made since Trustees approved the first reading at their January 25, 2022, regular meeting.

BOARD ACTION: _____

Highland Community College

College-Authorized Security Cameras
Acceptable Use Guidelines
(Revised 7/17/18)

Purpose:

Security cameras hereafter referred to as College-authorized security cameras, are utilized on campus to enhance personal safety, meet national testing requirements, protect property and resources, and investigate criminal activities. The guidelines herein apply to all College and security service provider personnel in the use of College-authorized security cameras and their video monitoring and recording systems. These guidelines do not apply to cameras used for academic purposes.

Information obtained from College-authorized security cameras shall be used exclusively for law, policy and/or Code of Conduct enforcement, including, where appropriate, College judicial functions. Information obtained through the College-authorized security camera system is not intended for routine employee monitoring or evaluation.

Nothing in these guidelines is intended to limit the authority of Campus Security in law enforcement activities.

Locations:

College-authorized security cameras may be placed in public areas such as hallways, stairwells, campus and building entrances, parking lots, and common areas and in areas containing high value inventory, such as laboratories and the Bookstore. Security cameras will also be placed in areas to maintain academic testing integrity, such as College in the Testing Center(s). The President or their official designee, and either a Vice President or the Director, Facilities and Safety, and the highest ranking member of any College-authorized on-campus security provider will must grant written authorization for the placement and position installation of security cameras. Any College-authorized on-campus security providers The President will be informed of any changes consulted in the placement and positioning of thea cameras. With the exception of the Sports Complex, the Testing Center and the Bookstore, College-authorized security cameras are not monitored continuously.

The Director, ITS will disseminate to the College President, and Vice Presidents, a list of the locations of all College-authorized security cameras used for the recording or monitoring of public areas. The list of locations will be continually updated and, with the

exception of camera locations being used for external law enforcement surveillance or investigation, made available to all members of the College community upon request.

College-authorized security camera installations are in a dome-style type housing and will be visible.

~~The rRecording server and recorded video and network connectivity operations reside in the College's secure data centers, with the video transported over a segregated video network traffic, with Access to the Pphysical servers and the segregated network traffic is access-~~limited to authorized ITS staff.

Accessing video footage~~Access:~~

~~With the exception of the Sports Complex, the Testing Center and the Bookstore, College-authorized security cameras are not monitored continuously.~~

The President or ~~his or her~~their official designee, ~~and either a -and one of the following individuals; a Vice President or the~~ Director, Facilities and Safety, must grant written authorization for access to security camera information (live or recorded), ~~as well as placement and installation of security cameras.~~ In no instance shall a person who is involved, or who has a family member who is involved, in a suspected incident be granted authorization as either a requestor or a reviewer of information. At the discretion of the College, a person who is involved or who has a family member who is involved in a suspected incident may be shown the footage as part of the review of the incident.

Request for access to footage must be made in advance, and must be made only upon rise of an incident. Request for access must include: the requestor, date(s) and timeframe of the reported incident, description of the incident, and type of information being sought. Incidental information gathered as a result of the request may be used in the prosecution of criminal activity or for the investigation of violation of College policy. Request for access is not required in an immediate emergency; for routine system maintenance by IT; or for training purposes.

If the President is involved in a suspected incident, the Director of Human Resources and the Chair of the Board of Trustees will review security camera information together. If a Vice President is involved in a suspected incident, the President and the Director of Human Resources will review security camera information together.

~~Request for access must be made in advance, and must be made only upon rise of an incident. Request for access is not required in an immediate emergency; for routine system maintenance by IT; or for training purposes. Request for access must include: the requestor, date(s) and timeframe of the reported incident, description of the incident, and type of information being sought. Incidental information gathered as a result of the request may be used in the prosecution of criminal activity or for the investigation of~~

~~violation of College policy. Request for access is not required in an immediate emergency; for routine system maintenance by IT; or for training purposes.~~

~~College-authorized security camera images, live or recorded, are not monitored continuously, except for these specific locations: For monitored security cameras, such as those utilized in the Sports Complex, academic the Testing Center(s) and the Bookstore, the live video footage for each exception area will only be monitored by authorized personnel of that specific areastaff; however, access to retrieval of recorded information is limited to persons granted written authorization by the President or his or her official designee and one of the following individuals; a Vice President or Director, Facilities and Safety.~~

~~All instances of viewing A system-recorded video record will be logged and an automated will be kept of all instances of access to and use of recorded material. IT will provide a bi-monthly report will be sent to the Vice President, Administrative Services.~~ A manual log will also be kept of all instances of access to and use of recorded material that includes the requestor/viewer, date(s) and timeframe of the reported incident, description of the incident, and type of information being sought. The Vice President of Administrative Services and the President will review and match the system log to the manual log periodically and report to the Board of Trustees.

Use of Information:

College and security services provider personnel are prohibited from using or disseminating information acquired from College-authorized security cameras except for official purposes. All information and/or observations made in the use of College-authorized security cameras are considered confidential and can only be used for official College and law enforcement business.

All recording or monitoring of activities of individuals or groups by College-authorized security cameras will be conducted in a manner consistent with College policies and State and Federal laws, and will never be based on the subjects' personal characteristics, including gender, ethnicity, sexual orientation, disability, or other protected categories. Furthermore, all recording or monitoring will be conducted in a professional, ethical, and legal manner. All College and security services provider personnel with access to College-authorized security cameras will be trained in the effective, legal, and ethical use of monitoring equipment.

Periodically the College experiences patterns of criminal activity, both to persons and property. For the purpose of combating repeated criminal acts or suspected criminal activities, College-authorized security ~~cameras-camera footage~~ may be requested for use using the established request process in covert surveillance purposes to either deter the activity or apprehend the violators. Should additional cameras that are not college owned be placed on College property by external law enforcement, No further announcement need be made prior to the actual placement or notice of their location(s) given. of such cameras. Covert surveillance activity will continue only so long as it is

| necessary. -These cameras and their use should be disclosed in periodic reports to the Vice President, Administrative Services after resolution of the case or cases so as not to interfere with law enforcement activities.

**AGENDA ITEM #IX-B-3
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SECOND READING
REVISED POLICY ON DEFINITIONS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading revised Policy on Definitions.

BACKGROUND: The Policy on Definitions was reviewed as part of the cyclical review of the policy manual. The recommended revision adjusts the policy in accordance with the College's compensation and classification guidelines.

No additions or revisions have been made since Trustees approved the first reading at their January 25, 2022, regular meeting.

BOARD ACTION: _____

POLICY ON DEFINITIONS

(revised 10/27/20)

A. State Regulations

A requirement, policy or procedure adopted by the Illinois Community College Board; requirements set forth in the Illinois Public Community College Act; and "Standard" included in the operating manuals on specific topics approved by the Illinois Community College Board.

B. Policy

A requirement or general statement of principle adopted by the Highland Community College Board to be followed by the Board and all employees of the college until modified by official Board action. While not having the legal effect of a State rule, policies shall carry the full authority of the Board for the effective operation of the College.

C. Procedure

The plans, steps, and/or requirements to implement the policies of the Highland Community College Board. A procedure shall be open to review periodically by the Highland Community College Administration. Procedures would presume adherence except for demonstrated cause as approved by the administration.

D. Guideline

General statements, recommendations, or instructions which outline a suggested model or approach to situations. While not mandatory, guidelines may act as a unifying vision for institutional best practices.

E. The categorization of employment status, pay status and employee classification is defined below in order to facilitate consistency in communication, personnel and payroll record-keeping systems, classification and compensation, application of benefit programs, and meeting reporting requirements.

1. Employment Status:

a. Regular Full-Time Employee

A regular full-time employee is one who is employed 40 hours per week for at least nine months of the year. For faculty, full-time load is determined by Faculty Load section in the most up-to-date Faculty Union Contract.

b. Adjunct

Refers to faculty who teach more than 9 contact hours up to a maximum of 13 contact hours. For faculty, adjunct load is determined by the Faculty Union

Contract and is subject to change. Please refer to the most up-to-date Faculty Union Contract for contact hour limits.

- c. **Regular Part-time Employee (Benefit Eligible)**
A regular part-time employee (Benefit Eligible) is one who is employed 32 hours per week. These employees are eligible for insurance benefits, and generally work 12 months out of the year.
- d. **Regular Part-Time Employee**
A regular part-time employee is one who is employed 28 hours per week or less. These employees generally work 12 months out of the year.
- e. **Part-Time Limited Employee**
A part-time limited employee is one who is employed for 28 hour hours per week or less, or who teaches 9 or less contact hours per semester as an instructor. These employees are employed on limited term assignments, usually on a semester to semester basis (i.e., paraprofessionals, office technology lab assistants, part-time instructors, etc.). For faculty, part-time load is determined by the Faculty Union Contract and is subject to change. Please refer to the most up-to-date Faculty Union Contract for contact hour limits.
- f. **Temporary Full-Time Employee**
A temporary full-time employee is one who works 40 hours per week for a specific period of time in a job designated as temporary, with the understanding that the employment will be terminated as of a specific date or upon completion of a specific assignment. Employees normally work fewer than 90 consecutive calendar days. The College reserves the right, however, to extend the Temporary status period. These employees are not eligible for benefits such as life insurance and long-term disability insurance, but may be eligible for health insurance. Temporary full-time faculty are contracted to fill a short-term need for faculty for a specified period of time, or to replace a regular faculty member on leave. Per the Faculty Union Contract, temporary full-time faculty are eligible for full-time benefits available to regular full-time faculty (excluding long-term disability insurance).
- g. **Temporary Part-Time Employee**
A temporary part-time employee is one who is employed 28 hours per week or less, with the understanding that the employment will be terminated as of a specific date or upon completion of a specific assignment. Employees normally work fewer than 90 consecutive calendar days. The College reserves the right, however, to extend the temporary status period.
- h. **Seasonal**
Employees who are hired for a period of time to support a specific HCC seasonal activity (coaches, grounds workers or summer camp workers) and may not work more than 28 hours per week.

2. Pay Status:

a. Exempt

Refers to employees who are considered exempt from the wage and overtime provisions per the Fair Labor Standards Act. Normally, these employees are administrative, professional, and faculty employees.

b. Non-exempt

Refers to employees who are subject to the minimum wage and overtime provisions per the Fair Labor Standards Act, and are paid on an hourly basis.

3. Employee Classification:

a. Administrative

Executives and officers of the College who manage, conduct, and administer programs, staff, and operations. Administrative employees are director level or above, exempt, and placed at 65-33 or higher on the salary schedule.

Administrative employees include the president, vice presidents, associate-vice presidents, deans, associate-deans, and some director level positions. These employees are paid on a salaried basis not dependent upon hours worked, and are exempt from provisions of the Fair Labor Standards Act.

b. Exempt Professional

Exempt employees in professional/technical, academic administrative, and teaching exempted positions. Professional/technical staff have specialized skills but may not directly support the process of teaching. Academic administrative staff are employees whose primary duty is performing administrative functions directly related to academic instruction or training. Non-faculty whose "primary" duty is teaching, tutoring, instructing (including coaching) or lecturing in the activity of imparting knowledge, are professional employees under the teaching exemption. Professional positions that are part of the Highland Salary Table are placed at 64-32 or below on the salary schedule. These employees are paid on a salaried basis not dependent upon hours worked, and are exempt from provisions of the Fair Labor Standards Act.

c. Non-exempt Professional

A non-exempt professional is an employee who meets the professional exemption duties test (other than teaching) under the Fair Labor Standards Act, however, they do not meet the salary requirements test. These employees must track and record actual time worked, and are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

d. Faculty

Responsibilities involve instruction and/or other duties closely aligned with

academic programs. These employees are paid on a salaried basis not dependent upon hours worked, and are exempt from provisions of the Fair Labor Standards Act.

e. **Classified**

Responsibilities involve a supporting role to the College's administrative or academic functions. These positions are non-exempt and covered by provisions of the Fair Labor Standards Act.

f. **Student Worker**

Employees hired through programs administered by the Financial Aid Office and the Career Services Office as well as some individual offices such as Math Achievement Center and the Success Center, and who are enrolled in and regularly attending classes at HCC. The student's primary purpose for being at HCC is to further his/her education. Student employment is part-time, temporary and incidental to the pursuit of an education. Student employees work 20 hours per week or less; and may work up to 28 hours per week during semester breaks and summer dependent on available hours. These positions are not benefit eligible.

F. **Grievance Procedures**

A grievance is defined as a claim of an individual employee, as well as a group of employees, that the employee's rights according to Board Policy have not been respected.

**AGENDA ITEM #IX-B-4
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SECOND READING – REVISED POLICY 4.095
LEAVE, VACATION-ADMINISTRATIVE/PROFESSIONAL/CLASSIFIED EMPLOYEES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading revised policy 4.095, Leave, Vacation-Administrative/Professional/Classified Employees, which is included in Chapter IV, Personnel, of the policy manual.

BACKGROUND: The recommended change to Policy 4.095 adjusts the policy in accordance with the College's compensation and classification guidelines. Vacation leave is now based on the type of position rather than the position's placement on the salary range table. This change does not impact any current employees.

No additions or revisions have been made since Trustees approved the first reading at their January 25, 2022, regular meeting.

BOARD ACTION: _____

4.095 Leave, Vacation—Administrative/Professional/Classified Employees (Revised 6/22/21)

A new employee may be granted earned paid vacation time after completion of six (6) months of employment. New full-time classified and professional employees, ~~placed at range 11 through 32 on the Highland salary range table~~, earn .83 vacation days per month not to exceed ten (10) days per year and will continue accruing at the following rates:

1 year through 5 years of employment 10 days vacation (accrued at .83 days per month)

After 5 years of employment 15 days vacation (accrued at 1.25 days per month)

After 15 years of employment 20 days vacation (accrued at 1.66 days per month)

Full-time administrative employees ~~placed at range 33 and above~~ earn 21 vacation days per year (accrued at 1.75 days per month).

The President will (if employed full-time) earn vacation days as determined by the Board. Carryover days for the President will be determined by the Board of Trustees and included in the Presidential Contract.

Regular part-time employees who work at least 32 but less than 40 hours per week will accrue vacation leave on a pro rata basis to the schedule for full-time employees.

Except for unforeseen emergencies, vacation time should be scheduled as far in advance as possible. Such requests must be routed through the supervisor for approval and submitted through the College's payroll system.

Consideration will be given to all requests for vacation time and the employee's preference will be respected wherever 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 may be decided on the basis of employee seniority within the institution.

~~An full-time employee may carry over no more than up to five-ten vacation days into the next fiscal year. A regular part-time employee working 32 hours per week but less than 40, may carry over up to eight vacation days. If an employee fails to use the carryover days prior to the end of the next fiscal year, the days will be lost. If an employee carries more than five days into the next fiscal year, the days in excess of five will convert to sick days and will remain on the employee's sick leave account until needed or until the employee retires or terminates employment. If an employee fails to use the five carryover vacation days during the first six months of the next fiscal year, these days will automatically convert to sick leave days and will remain on the employees sick leave account until needed or until the employee retires or terminates employment.~~

Any employee who resigns, retires or is terminated shall be granted full pay for earned, unused vacation time. If more vacation time is used than earned when an employee resigns,

retires or is terminated, it will be deducted from the last pay. If the employee does not have enough earnings available in their last pay check to cover unaccrued, used vacation time, the employee will be expected to make arrangements to repay the College.

**AGENDA ITEM #IX-B-5
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SECOND READING – NEW POLICY 3.102
FINANCIAL AID RETURN OF TITLE IV FUNDS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading new policy 3.102, Financial Aid Return of Title IV Funds, which is recommended to be included in Chapter III, Student, of the policy manual.

BACKGROUND: The recommended new Policy 3.102 is required by the Department of Education. The guidelines in the policy cover Title IV Funds such as Pell and SEOG grants, as well as certain loans and other assistance. The College’s Financial Aid department has had these guidelines in place since inception and recently found that a written policy is required.

No additions or revisions have been made since Trustees approved the first reading at their January 25, 2022, regular meeting.

BOARD ACTION: _____

3.102 Financial Aid Return of Title IV Funds (New)

Title IV funds are awarded to students under the assumption that the student will attend school for the entire payment period or period of enrollment for which the assistance was awarded. When a student fails to complete the payment period or period of enrollment, he or she may no longer be eligible for the full amount of Title IV funds the student was scheduled to receive. It is the policy of Highland Community College to determine the amount of earned and unearned portions of Title IV aid as of the date the student ceases attendance in accordance with federal regulations and the Return of Title IV funds as dictated in Volume 5 of the Student Aid Handbook.

In general a student 'earns' federal financial aid in direct proportion to the percentage of the payment period or period of enrollment they complete. For example if the student completes 25% of the payment period or period of enrollment, the student earns 25% of the federal financial aid scheduled to be received. Students completing 60% of the payment period or period of enrollment are considered to have earned 100% of the federal financial aid he or she was scheduled to receive.

R2T4 Withdrawal Exemptions

Students are not considered withdrawn if student successfully completes (effective January 19, 2021):

- All requirements for graduation from his or her program before completing the days or hours in the period that the student was scheduled to complete
- One module that includes 49% or more of the number of days in the payment period
- A combination of modules that when combined contain 49% or more of the number of days in the payment period; or
- Coursework equal to or greater than the coursework required for the institution's definition of a half-time student (6 credits)

Students who have received more aid than what has been earned are notified in writing the amount of unearned aid he or she must repay. In the event the student has received less aid than the amount he or she has earned, the student is eligible to receive those funds. Students are notified in writing of any action needed to accept the funds.

Title IV Funds to be returned

In accordance with federal regulations, unearned Title IV financial aid is returned by Highland Community College in the following order: Direct Unsubsidized Stafford loans, Direct Subsidized Stafford loans, PLUS, Pell grants, FSEOG, Iraq and Afghanistan Service Grants and other Title IV assistance.

Withdrawal Date

The last date of attendance as reported by the instructor is the withdrawal date used in the Return of Title IV funds calculation.

Timeframe for Return of Title IV Aid

The College must return the amount of Title IV funds for which it is responsible, as soon as possible but not later than 30 days after the date of the College's determination that the student withdrew. The College must determine the withdrawal date for a student who withdraws without providing notification to the College no later than 30 days after the end of the payment period.

R2T4 Freeze

HCC does not use a R2T4 Freeze date.

This policy is a Department of Education Title IV financial aid policy, and does not replace the official Tuition Refund policy of Highland Community College.

**AGENDA ITEM #IX-B-6
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – REVISED POLICY 4.034
SEXUAL HARASSMENT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for first reading revised policy 4.034, Sexual Harassment, which is included in Chapter IV, Personnel, of the policy manual.

BACKGROUND: The revisions to Policy 4.034 were developed by a workgroup of individuals from across the organization who began meeting in May 2021. Its purpose was to ensure policies support a culture of trust, accountability, respect, and demonstrate HCC’s cultural beliefs, Core Values, Mission.

The workgroup researched best practices and policies in other organizations, particularly higher education. For clarification and ease of understanding, the workgroup recommends Policy 4.034 Sexual Harassment be reformatted into three separate policies (Sexual Harassment, Discrimination-Related Harassment, and Sexual Harassment and Discrimination-Related Harassment Reporting).

The workgroup members consisted of Beth Groshans, Advisor; Christie Lewis, HR Generalist/HRIS Administrator; Steve Mihina, Faculty; David Naze, VP/CAO; Rhonda Perry, Executive Assistant; Jim Phillips, Dean; and Karen Brown, Director HR.

It should also be noted that the Policy Review Committee recognized inconsistencies in formatting throughout the Policy Manual and has developed standards that will be updated as policies are revised and reaffirmed. The formatting updates will be shown with track changes.

BOARD ACTION: _____

4.034 Sexual Harassment: (Revised)

The College shall provide students, employees and third parties an environment free from unwelcome sexual- or gender-based advances, requests for sexual favors and other verbal, written, electronic (including, but not limited to social media), visual, virtual, and/or physical conduct constituting sexual harassment as herein defined and as otherwise prohibited by state or federal law. College employees, students, and third persons are prohibited from sexually harassing other employees, students, or third persons. For purposes of this policy, third persons include any person other than College employees and students, on College property, or at any College-sponsored event or at any activity which bears a reasonable relationship to the College.

Sexual harassment is prohibited by Titles VI and VII of the Civil Rights Act of 1964 as amended in 1991, Title IX of the Educational Amendment of 1972, and the Illinois Human Rights Act. Retaliation for making a good faith complaint of sexual harassment or for participating in an investigation is also prohibited by law.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, a student, or a third-party on campus.
- The employee, student or third-party does not have to be the person harassed but could be anyone directly affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the offender.
- The harasser's conduct must be unwelcome.

This policy applies to all members of the College community including students, employees, volunteers, and other representatives of the College. In certain circumstances, this harassment policy also applies to third parties, such as subcontractors, sales representatives, repairpersons, or vendors doing business with the College.

Definitions of Sexual Harassment:

~~In the case of sexual harassment of an employee by another employee or third person, S~~sexual harassment means:

- A. Any unwelcome sexual advances by an employee, student or third person toward an employee, student or third-party person; or

- B. Any request by an employee, student or third person to an employee, student or third-party person -for sexual favors; or
- C. Any conduct of a sexual nature or any verbal, written, electronic (including, but no limited to social media), visual, virtual, or physical conduct based on sex when:
1. submission to or participation in such conduct is made, whether explicitly or implicitly, a term or condition of an individual's employment at the College, or
 2. submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual's employment at the College, or
 3. the student's submission to or rejection of such conduct is, whether explicitly or implicitly, a term or condition of the student's grade, extent or nature of work necessary to successfully complete course work, or student's participation in any College-sponsored event or activity; or
 4. submission to or rejection of such conduct is used as the basis for decisions concerning the student's grade or the student's selection or participation in any College-sponsored event or activity; or
- 2.5. such conduct has the purpose or effect of substantially interfering with a student's performance or creating an intimidating, hostile or offensive collegiate environment; or such conduct has the purpose or effect of substantially interfering with an individual's work or student performance or creating an intimidating, hostile or offensive environment.
1. ~~In the case of sexual harassment of a student by an employee or third person, sexual harassment means:~~
- a. ~~Any sexual advance by an employee or third person toward a student; or~~
 - b. ~~Any request by an employee or third person to a student for sexual favors; or~~
 - c. ~~Any acceptance by an employee or third person of a sexual advance or request for sexual favors from a student; or~~
 - d. ~~Any conduct of a sexual nature or any verbal, written, electronic (including, but not limited to social media), visual, virtual, or physical conduct based on sex by an employee or third person directed toward a student when:~~
 - (1) ~~the student's submission to or rejection of such conduct is, whether explicitly or implicitly, a term or condition of the student's grade, extent or nature of work necessary to successfully complete course work, or student's participation in any College-sponsored event or activity; or~~
 - (2) ~~submission to or rejection of such conduct is used as the basis for decisions concerning the student's grade or the student's selection or participation in any College-sponsored event or activity; or~~

- ~~(3) — such conduct has the purpose or effect of substantially interfering with a student's performance or creating an intimidating, hostile or offensive collegiate environment.~~

~~Academic discussion of sensitive content matter included in a course or academic presentation is not meant to be in violation of this policy.~~

~~3. — In the case of sexual harassment of a student or employee by a student, sexual harassment means:~~

- ~~a. — Any sexual advance by a student toward an employee; or~~
- ~~b. — Any request by a student to an employee for sexual favors from the employee; or~~
- ~~c. — Any conduct of a sexual nature or any verbal, written, electronic, visual, virtual, or physical conduct based on sex by a student directed toward an employee when such conduct has the purpose or effect:~~
- ~~(1) — of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive environment; or~~
- ~~(2) — of influencing either the student's grade or participation in any College-sponsored event or activity; or~~
- ~~d. — Any conduct of a sexual nature or any verbal, written, electronic (including, but not limited to social media), visual, virtual, or physical conduct based on sex by a student directed toward another student when:~~
- ~~(1) — such conduct has the purpose or effect of creating a collegiate environment that is intimidating, hostile or offensive; or~~
- ~~(2) — such conduct is continued by the student after the request of the other student to stop such conduct because it is intimidating, hostile or offensive to the other student. The determination of whether the conduct of a student is intimidating, hostile or offensive is made by the College administration.~~

~~4. — In the case of sexual harassment of a third person by an employee or student, sexual harassment means:~~

- ~~a. — Any unwelcome sexual advances by an employee or student toward a third person; or~~
- ~~b. — Any request by an employee or student for sexual favors from the third person; or~~
- ~~c. — Any conduct of a sexual nature or any verbal, written, electronic (including, but limited to social media), visual, virtual, or physical conduct based on sex when:~~
- ~~(1) — submission to, or rejection of, such conduct is made either explicitly or implicitly a term or condition of, or is used as the basis for decisions concerning, an individual's participation in a College-related event or activity; or~~

~~(2) — such conduct has the purpose or effect of substantially interfering with an individual’s performance in a College-sponsored event or activity or creating an environment that is intimidating, hostile or offensive. For purposes of this section, a College-related event or activity includes an event or activity on College grounds involving College facilities, staff or students, any College-sponsored event or activity, and any event or activity which bears a reasonable relationship to the College.~~

~~5. —~~ Sexual harassment prohibited by this policy includes intentional and/or unwelcome verbal, written, electronic (including, but not limited to social media), visual, virtual, or physical conduct that tends to be severe or repetitive in nature. Some conduct obviously constitutes sexual harassment – such as a threat that a grade or promotion will depend on submission to a sexual advance. But whether particular conduct constitutes sexual harassment will often depend upon the specific context of the situation, including the participants’ reasonable understanding of the situation, their past dealings with each other, the nature of their professional relationship (e.g., supervisor- subordinate, faculty-student, student-student, colleague, etc.) and the specific setting. The inquiry can be particularly complex in an academic community, where the free and open exchange of ideas and viewpoints preserved by the concept of academic freedom may sometimes prove distasteful, disturbing or offensive to some. Some examples of sexual harassment are:

- sexual advances
- touching of a sexual nature
- graffiti of a sexual nature
- displaying or distributing sexually explicit drawings, pictures and written materials (including displaying or distribution through electronic communications and social media)
- sexual gestures
- sexual or “dirty” jokes
- pressure for sexual favors
- touching oneself sexually or talking about one’s sexual activity in front of others
- spreading rumors about or rating other individuals as to sexual activity or performance
- offering employment benefits in exchange for sexual favors
- retaliating or threatening retaliation after a negative response to a sexual advance or after an employee or student has made or threatened to make a harassment complaint.

The terms intimidating, hostile or offensive as used above include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in the light of all of the circumstances.

This policy against harassment shall be applied in a manner that protects the academic freedom and freedom of expression of all parties to a complaint. Academic freedom and freedom of expression include but are not limited to the expression of ideas in the classroom. Instructional freedom will include appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation. Classroom

discussion of alternative ideas or controversial points of view on related topics shall not be considered harassment.

Responsibilities:

- A. The College encourages prompt reporting of harassment. It is the express policy of the College to encourage targets of harassment to come forward with such claims.
- B. Management and supervisory personnel, at all levels, are responsible for taking reasonable and necessary action to prevent discrimination or harassment. Supervisors shall be responsible for ensuring compliance with this policy by:
 - 1. Monitoring the workplace environment for signs of sexual or other harassment;
 - 2. Promptly notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois. In addition, all such incidents should immediately be reported to the Title IX Coordinator at (815) 599-3531, the EE/AAO at (815) 599-3402, the HRIS Administrator/HR Generalist at (815) 599-3602, or the Coordinator Career Services at (815) 599-3597.
 - 3. Promptly stopping any observed acts of discrimination or harassment and taking appropriate steps to intervene.
 - 4. Promptly reporting any complaint of harassment or discrimination to one of the College investigators.
- C. Each employee is responsible for assisting in the prevention of discrimination and harassment by:
 - 1. Refraining from participation in, or encouragement of, actions that could be perceived as discrimination or harassment.
 - 2. Intervening if they find themselves as a bystander to any inappropriate behaviors on campus and feel it is safe to do so.
 - 3. Promptly reporting harassment or discrimination or suspected harassment or discrimination to management and supervisors before it becomes severe, persistent or pervasive.
- D. In most cases, there is a clear line between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Individuals covered by this policy are free to form social relationships of their own choosing. However, when one person is pursuing or forcing a relationship upon another person who does not like or want it, regardless of friendly intentions, the

behavior is unwelcome sexual behavior. A person confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

- E. If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.
- F. The College does not consider conduct in violation of the sexual harassment policy to be within the course and scope of employment or education and does not sanction such conduct on the part of any employee, including supervisory and management employees or any employee with authority over another person covered under the sexual harassment policy.

Dissemination of Policy/Procedures:

- A. Information on this policy will be distributed in the College's Policy Manual, College Catalog, the College website, College's General drive under HR-Payroll Resources, and via posters and brochures placed around campus. Periodic notices sent to students and employees about the College's sexual harassment policy will include information about the complaint procedure and will refer individuals to designated offices/officials for additional information.
- B. Students registered at Highland Community College will receive information annually related to this policy. Informational brochures are distributed throughout campus and posters related to sexual harassment and reporting harassment are posted throughout campus.
- C. New employees will be required to read the policy, sign an acknowledgment form that they have read the policy, and complete on-line harassment training. Employees are to complete annual on-line training and are encouraged to report any evidence of sexual or other harassment in the workplace whether they are victims or if they witness such harassment. Supervisors and managers are required to report any known or reported harassment and will be trained to recognize and take action against harassment of any kind.
- D. The sexual misconduct and violence policy 3.27, prohibition of sexual misconduct policy 3.28, non-discrimination policy 4.031, and/or the non-violence policy 4.39 may also apply in some incidents that are reportable under policy 4.034. Refer to those policies for additional guidance related to reporting responsibilities and protocol.

Reporting Sexual Harassment:

A. The process to file a complaint of actual or suspected discrimination-related harassment can be found in the Policy 4.036xxx, Sexual Harassment and Discrimination-Related Harassment Reporting Policy.

**AGENDA ITEM #IX-B-7
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – NEW POLICY 4.035
DISCRIMINATION-RELATED HARASSMENT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for first reading new policy 4.035, Discrimination-Related Harassment, which is recommended for inclusion in Chapter IV, Personnel, of the policy manual.

BACKGROUND: New Policy 4.035 was developed by a workgroup of individuals from across the organization who began meeting in May 2021. Its purpose was to ensure policies support a culture of trust, accountability, respect, and demonstrate HCC's cultural beliefs, Core Values, Mission.

The workgroup researched best practices and policies in other organizations, particularly higher education. For clarification and ease of understanding, the workgroup recommends Policy 4.034 Sexual Harassment be reformatted into three separate policies (Sexual Harassment, Discrimination-Related Harassment, and Sexual Harassment and Discrimination-Related Harassment Reporting).

The workgroup members consisted of Beth Groshans, Advisor; Christie Lewis, HR Generalist/HRIS Administrator; Steve Mihina, Faculty; David Naze, VP/CAO; Rhonda Perry, Executive Assistant; Jim Phillips, Dean; and Karen Brown, Director HR.

It should also be noted that the Policy Review Committee recognized inconsistencies in formatting throughout the Policy Manual and has developed standards that will be updated as policies are revised and reaffirmed. The formatting updates will be shown with track changes.

BOARD ACTION: _____

4.035 Discrimination-Related Harassment. (Adopted)

Harassment of any kind is prohibited at Highland Community College whether it is sexual harassment or harassment based on age, color, disability, ethnic or national origin, sex, gender identity, pregnancy, race, or religion or sexual orientation, or any other legally protected classification under federal or state law. Sexual and bias-related harassment are prohibited by Titles VI and VII of the Civil Rights Act of 1964 as amended in 1991, Title IX of the Education Amendment of 1972, and the Illinois Human Rights Act. Highland Community College is committed to respecting all individuals. Highland Community College is also committed to the free and dynamic discussion of ideas and issues.

This policy applies to all members of the College community including students, employees, volunteers, and other representatives of the College. In certain circumstances, this harassment policy also applies to third parties, such as subcontractors, sales representatives, repairpersons, or vendors doing business with the College.

Definition of Harassment:

- A. This policy prohibits discrimination or harassment on the basis of actual or perceived membership in a protected class (as mentioned above), by any member or group of the campus community, which unreasonably interferes with an individual's work or academic environment. A hostile or intimidating environment may be created by verbal, written, electronic, visual, virtual, and/or physical conduct, that is sufficiently severe, persistent, or pervasive so as to interfere with, limit, or deny the ability of an individual to participate in or benefit from educational programs or activities or employment access, benefits, or opportunities. The College will not wait until conduct is unlawful before prohibiting or responding to reports of harassment. The College will provide prompt and equitable resolution.
- B. This policy against harassment shall be applied in a manner that protects the academic freedom and freedom of expression of all parties to a complaint. Academic freedom and freedom of expression include but are not limited to the expression of ideas in the classroom. Instructional freedom will include appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation. Classroom discussion of alternative ideas or controversial points of view on related topics shall not be considered harassment.

Responsibilities:

- A. The College encourages prompt reporting of harassment. It is the express policy of the College to encourage targets of harassment to come forward with such claims.
- B. Management and supervisory personnel, at all levels, are responsible for taking reasonable and necessary action to prevent discrimination or harassment. Supervisors shall be responsible for ensuring compliance with this policy by:

1. Monitoring the workplace environment for signs of harassment;
 2. Promptly notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois. In addition, all such incidents should immediately be reported to the Title IX Coordinator at (815) 599-3531, the EE/AAO at (815) 599-3402, the HRIS Administrator/HR Generalist at (815) 599-3602, or the Coordinator Career Services at (815) 599-3597.
 3. Promptly stopping any observed acts of discrimination or harassment and taking appropriate steps to intervene.
 4. Promptly reporting any complaint of harassment or discrimination to one of the College investigators.
- C. Each employee is responsible for assisting in the prevention of discrimination and harassment by:
1. Refraining from participation in, or encouragement of, actions that could be perceived as discrimination or harassment.
 2. Intervening if they find themselves as a bystander to any inappropriate behaviors on campus and feel it is safe to do so.
 3. Immediately reporting harassment or discrimination or suspected harassment or discrimination to management and supervisors before it becomes severe, persistent or pervasive.
- D. If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.
- E. The College does not consider conduct in violation of the discrimination-related harassment policy to be within the course and scope of employment or education and does not sanction such conduct on the part of any employee, including supervisory and management employees or any employee with authority over another person covered under the discrimination-related harassment policy.

Dissemination of Policy/Procedures:

- A. Information on this policy will be distributed in the College's Policy Manual, College Catalog, the College website, College's General drive under HR-Payroll Resources, and via posters and brochures placed around campus. Periodic notices sent to students and employees about the College's sexual harassment policy will include information about

the complaint procedure and will refer individuals to designated offices/officials for additional information.

- B. Students registered at Highland Community College will receive information annually related to this policy. Informational brochures are distributed throughout campus and posters related to sexual harassment and reporting harassment are posted throughout campus.
- C. New employees will be required to read the policy, sign an acknowledgement form that they have read the policy, and complete on-line harassment training. Employees are to complete annual on-line training and are encouraged to report any evidence of discrimination-related harassment in the workplace whether they are victims or if they witness such harassment. Supervisors and managers are required to report any known or reported harassment and will be trained to recognize and take action against harassment of any kind.
- D. The sexual misconduct and violence policy 3.27, prohibition of sexual misconduct policy 3.28, non-discrimination policy 4.031, and/or the non-violence policy 4.39 may also apply in some incidents that are reportable under policy 4.034. Refer to those policies for additional guidance related to reporting responsibilities and protocol.

Reporting Discrimination-Related Harassment:

- A. The process to file a complaint of actual or suspected discrimination-related harassment can be found in the Policy 4.036, Sexual Harassment and Discrimination-Related Harassment Reporting Policy.

**AGENDA ITEM #IX-B-8
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – NEW POLICY 4.036
SEXUAL HARASSMENT AND DISCRIMINATION-RELATED
HARASSMENT REPORTING PROCESS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for first reading new policy 4.036, Sexual Harassment and Discrimination-Related Harassment Reporting Process, which is recommended for inclusion in Chapter IV, Personnel, of the policy manual.

BACKGROUND: New Policy 4.036 was developed by a workgroup of individuals from across the organization who began meeting in May 2021. Its purpose was to ensure policies support a culture of trust, accountability, respect, and demonstrate HCC’s cultural beliefs, Core Values, Mission.

The workgroup researched best practices and policies in other organizations, particularly higher education. For clarification and ease of understanding, the workgroup recommends Policy 4.034 Sexual Harassment be reformatted into three separate policies (Sexual Harassment, Discrimination-Related Harassment, and Sexual Harassment and Discrimination-Related Harassment Reporting Process).

The workgroup members consisted of Beth Groshans, Advisor; Christie Lewis, HR Generalist/HRIS Administrator; Steve Mihina, Faculty; David Naze, VP/CAO; Rhonda Perry, Executive Assistant; Jim Phillips, Dean; and Karen Brown, Director HR.

It should also be noted that the Policy Review Committee recognized inconsistencies in formatting throughout the Policy Manual and has developed standards that will be updated as policies are revised and reaffirmed. The formatting updates will be shown with track changes.

BOARD ACTION: _____

4.036 Sexual Harassment and Discrimination-Related Harassment Reporting Process (Adopted)

General Provisions:

- A. All members of the College community, including volunteers and other College representatives are required to comply with this policy and the procedures outlined to address complaints. In addition to the procedures outlined herein, harassment complaints may be filed with the agencies outlined at the end of this policy. The College takes allegations of discrimination, harassment and sexual misconduct very seriously and will actively investigate all complaints. Any complaint of discrimination or harassment filed under the College's policy shall be processed even if the complainant also files a complaint with an outside agency.
- B. The College will not tolerate retaliation against anyone that makes a complaint or participates in the complaint process.
- C. The College will:
 - 1. Respond to every complaint of harassment reported;
 - 2. Implement temporary resolutions, where appropriate, through the course of the investigation;
 - 3. Take action to provide remedies when harassment is discovered;
 - 4. Impose appropriate sanctions on offenders in a case-by-case manner; and
 - 5. Protect the privacy of all those involved in harassment complaints to the extent it is possible.
- D. The above actions will apply to the extent permitted by law and where immediate personal safety is not an issue.

Confidentiality:

- A. A reasonable effort will be made to keep allegations of sexual or other harassment confidential to the greatest extent possible. All parties participating in the investigation will treat all documents and conversations as confidential. Breaches of confidentiality may be subject to disciplinary action. Requests not to investigate complaints cannot be honored.

~~A.~~

Responsibilities:

- A. The College encourages prompt reporting of harassment. It is the express policy of the College to encourage targets of harassment to come forward with such claims.
- B. Management and supervisory personnel, at all levels, are responsible for taking reasonable and necessary action to prevent sexual harassment. Supervisors shall be responsible for ensuring compliance with this policy by:
1. Monitoring the workplace environment for signs of sexual or other harassment;
 2. **Immediately-Promptly** notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois. In addition, all such incidents should immediately be reported to the Title IX Coordinator at (815) 599-3531, the EE/AAO at (815) 599-3402, -or the HRIS Administrator/HR Generalist at (815) 599-3602.
 3. **Immediately-Promptly** stopping any observed acts of discrimination or harassment and taking appropriate steps to intervene.
 4. **Immediately-Promptly** reporting any complaint of harassment or discrimination to one of the College investigators.
- C. Each employee is responsible for assisting in the prevention of discrimination and harassment by:
1. Refraining from participation in, or encouragement of, actions that could be perceived as discrimination or harassment.
 2. Intervening if they find themselves as a bystander to any inappropriate behaviors on campus and feel it is safe to do so.
 3. Immediately reporting harassment or discrimination or suspected harassment or discrimination to management and supervisors before it becomes severe, persistent or pervasive.
- D. In most cases, there is a clear line between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Individuals covered by this policy are free to form social relationships of their own choosing. However, when one person is pursuing or forcing a relationship upon another person who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. A person confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

- E. If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.
- F. The College does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees or any employee with authority over another person covered under this policy.

Bringing a Report of Harassment or Suspected Harassment:

- A. Reports may be submitted informally or formally. In order to conduct an immediate investigation, any incident of sexual or other harassment should be reported as quickly as possible, in confidence.
- B. Any person who believes they have been subjected to harassment prohibited by this policy or who becomes aware of conduct that may violate this policy should immediately report the harassment as follows:
 1. Students may report incidents to the Title IX Coordinator who will investigate the allegation. If the Title IX Coordinator is the alleged harasser, reports may be made to the Equal Employment/Affirmative Action Officer (investigator or the HRIS Administrator/HR Generalist (investigator) who will investigate the allegation. The investigator will meet with the complainant, the alleged offender, and all relevant witnesses in order to investigate the complaint.
 2. Employees, volunteers, Board of Trustees and third parties, may report incidents to the Director of Human Resources Equal Employment/Affirmative Action Officer (EE/AAO) who will investigate the allegation. If the EE/AAO is the alleged harasser, reports may be made to the Title IX Coordinator (investigator), or the HRIS Administrator/HR Generalist (investigator) who will investigate the allegation. The investigator will meet with the complainant, the alleged offender, and all relevant witnesses in order to investigate the complaint. The investigators may obtain investigation assistance from an outside investigator in complex situations, such as if the allegations against a member of the Board of Trustees or the President of the College.

~~C.~~

C. Incidents can be reported in the following ways:

1. Leave a private voice message, send a private email, or visit the appropriate investigator (although it is best to make an appointment first to ensure availability) either for the Title IX Coordinator, (815) 599-353, liz.gerber@highland.edu, Marvin-Burt Liberal Arts Center room 101, at (815)-599-3531, for the EE/AA Officer, at (815) 599-3402, karen.brown@highland.edu, Student/Conference Center room 232, or the HRIS Administrator/HR Generalist, at (815) 599-3609,

christie.lewis@highland.edu, Student/Conference Center room 243.

- ~~2. Send a private email to the Title IX Coordinator at liz.gerber@highland.edu, the EE/AA Officer at karen.brown@highland.edu, or the HRIS Administrator/HR Generalist christie.lewis@highland.edu;~~
- ~~3.2. Mail a letter to the Title IX Coordinator's office or the EE/AAO's office-office at 2998 West Pearl City Road, Freeport, IL 61032; Visit the appropriate investigator (although it is best to make an appointment first to ensure availability) at: Marvin Burt Liberal Arts Center room 101 for Title IX Coordinator; Student/Conference Center room 232 for the EE/AA Officer; or the Student/Conference Center room 243 for the HRIS Administrator/HR Generalist;~~
3. Report to another trusted college official (e.g., faculty member, coach, advisor) who will then provide information as required under the Policy to the appropriate investigator.
4. File a report of harassment through the College's online incident reporting system at <https://publicdocs.maxient.com/incidentreport.php?HighlandCC>. Reports marked "harassment" will be sent confidentially directly to the College's Equal Employment/Affirmative Action Officer and copied to the Title IX Coordinator.

Informal Complaint Process:

- A. Individuals who feel they have been harassed may desire to resolve their complaints informally (i.e., without the formal investigatory process and without disciplinary action being taken against the alleged harasser if allegation is found to be true). Informal complaints are not required to be made in writing. An example of an informal complaint resolution is one where the complainant requests only that an appropriate college official counsel the accused individual to cease and desist the alleged conduct, and requests no other specific action(s) be taken against the accused. The informal complaint process may not be used in the event of a complaint of sexual violence under policy 3.27 Sexual Misconduct and Violence or 4.39 Non-Violence.
- B. Persons making informal complaints of harassment agree and understand that no formal disciplinary action may be taken against the alleged harasser based on the allegation. If the complainant chooses, they may at any time prior to the resolution of the informal complaint amend the informal complaint to a formal complaint. If the alleged offender elects not to participate in resolving an informal complaint, the nonparticipation will not be considered as damaging evidence and will not change or waive the College's responsibility to investigate and to make decisions based on available information.
- C. The investigator may, *if circumstances warrant*, request that the alleged harasser's immediate supervisor counsel them regarding the alleged conduct and/or may recommend counseling, training, education, and/or other non-disciplinary actions be implemented or undertaken. Attempts to resolve an informal complaint will be completed within thirty (30) business days from the date of receipt of the informal complaint by the investigator. If the investigation necessitates additional time to resolve the matter, the complaining party and the alleged harasser will be notified by the

investigator. The complaining party and the alleged harasser will be informed in writing of the outcome of the informal process.

- D. The informal process will include:
1. Explanation of the rights and responsibilities of the person filing the report and the procedures for filing a formal complaint;
 2. Review and determination of the legal basis of the issues being raised in the complaint;
 3. Seeking resolution of the matter;
 4. Documenting the resolution or advising the complainant of his/her right to file a formal complaint within 15 days after receipt of the informal process report;
 5. Preparing a report on the informal process.
- E. The College will attempt to balance the wishes of a complaining party who does not want to file a formal complaint with the College's responsibility to respond to serious allegations and take prompt, appropriate action. A complaining party who chooses not to proceed with a formal complaint shall be asked to state that preference in writing.

Formal Complaint Process:

- A. Formal complaints must be filed within 45 days of the date of the alleged event or incident or within 15 days after attempts to resolve the situation informally have been unsuccessful.
- B. While not required, the College encourages anyone who makes a formal complaint under this policy to provide a written statement setting forth the details below and attaching any pertinent documents, so the College can truly understand the complaint:
1. identify the alleged offender(s);
 2. identify the details concerning the incident or conduct giving rise to the complaint;
 3. describe the actions or practices deemed harassment and/or discriminatory
 4. provide the dates, times, and locations of the conduct;
 5. include names of any witnesses to the alleged incident(s) or conduct;
 6. whether conduct of a similar nature and has occurred on prior occasions;

7. whether there are any documents which would support the allegations;
 8. what impact the conduct had on the person filing the report; and
 9. action requested to resolve the complaint and prevent future violations of the policy.
- C. The College will investigate formal complaints when complaints are submitted orally or in writing. The College will acknowledge receipt of the formal complaint in writing. Following a decision, the College will notify the complaining party, as well as the alleged harasser, of the appeal process.
- D. **Process for Investigation of Formal Complaints:** The investigator will interview the complaining party and the alleged offender and may review personnel and other records relevant to the complaint. The alleged harasser should have an opportunity to fully explain his or her side of the circumstances and may also submit a written statement if desired or needed. Typically, after the alleged harasser is interviewed, any witnesses identified by either the claiming party or the alleged harasser may be interviewed separately. The investigator may also interview, supervisors and/or any other persons who may have information about the alleged incident. The investigating officer will be entitled to any and all College documents, recordings, videos, emails or information requested by a Request for Information that may pertain to the investigation. If the complaint involves evidence found on the complaining party's or alleged harasser's personal electronic devices, the investigator may request access to or copies of that information. Every attempt will be made to complete the investigation within 10 business days. The investigating officer may extend the time of the investigation by up to 30 additional business days if necessary to complete the investigation.
- E. If necessary, the investigator will notify the supervisor of the alleged offender (if the alleged is an employee) or the Vice President of Student Development and Support Services (if the accused is a student) and/or other appropriate College administrative officials regarding the complaint, in order that appropriate temporary and/or remedial actions may be taken during the investigation (i.e., temporary reassignment, investigatory leave of absence, etc.).
- F. **Right to Dismiss:** The College has the right to dismiss an informal or formal complaint in its entirety for any of the following reasons:
1. The complaining party fails to state a claim;
 2. The claim is moot or under adjudication elsewhere;
 3. The complaining party failed to file the complaint within the time frame allotted;
 4. The complaining party provides a written request to withdraw their formal complaint;

5. The complaining party cannot be located or has not responded to a request for relevant information if the record does not already contain sufficient information;
 6. The complaint is part of a clear pattern of misuse of the process.
- G. The College President or designee shall be informed of every written reported incident of harassment, unless the reported incident involves the President in which case the reported incident will be reported to the Board Chair.

Written Report:

- A. Within ten (10) school days or “a reasonable time” from the date the written complaint was received, the investigator(s) will produce a report on the investigation to the College President or designee, or the Chair of the College’s Board of Trustees if the College President is the alleged harasser, which will include at a minimum the following:
 1. The date the complaint was received;
 2. The complaining party’s name;
 3. The name of each alleged offender and a description of all conduct that gave rise to the complaint (written, signed statements by complaining parties describing relevant events should be obtained whenever possible);
 4. A statement detailing the alleged offender’s response to the allegations (written, signed statements by the alleged offender should be obtained whenever possible);
 5. A statement detailing the scope of the investigation undertaken, including the names of all witnesses interviewed and the results of the interviews. The report may include case information, the investigation plan, case notes, information interview summaries, interview reports, exhibit list, and recommendations.
- B. Within five (5) business days or “a reasonable time” after the investigator’s written report is received, the College President or designee, or the Chair of the Board of Trustees if the College President is the alleged harasser, will evaluate the report of the investigator(s) to determine the validity of the complaint. The President or designee may review any part of the investigatory records not included in or with the report.
- C. The President or designee, the supervisor (if the accused is an employee), or the Vice President, Student Development and Support Services (if the accused is a student), and/or other College administrative officials as appropriate, shall meet with the appropriate party to discuss the findings and recommendations for appropriate action. The President or

designee shall provide a written notification of the decision to the investigator, the alleged harasser and the complaining party.

Disciplinary Action:

- A. If a complaint is found to be valid, appropriate disciplinary action or other appropriate action will be taken. Any College employee who is determined, after an investigation, to have engaged in harassment in violation of this policy will be subject to disciplinary action up to and including discharge or any other appropriate remedial action, consistent with college policy or contractual rights and obligations outlined in appropriate collective bargaining agreements. Any student of the College who is determined, after an investigation, to have engaged in harassment in violation of this policy will be subject to disciplinary action, including, but not limited to, suspension and expulsion, or other appropriate remedial action, consistent with the College's Student Code of Conduct. Any third person who is determined, after an investigation to have engaged in harassment in violation of this policy may be subject to restriction from enrollment in College classes.
- B. This is not a legal proceeding, so the College will not award any compensation to a victim of harassment. Referral to the appropriate law enforcement agencies may be made in appropriate cases.

Knowingly Filing False or Malicious Complaints Prohibited:

- A. Any person who knowingly files a false or malicious complaint regarding discrimination or harassment will be subject to disciplinary action as outlined in this section of the policy.

Retaliation:

- A. The College prohibits retaliation against a person who files a complaint about or reports any act of discrimination, harassment or misconduct in violation of this policy, or because ~~he or she has~~ the person testified, assisted or participated in an investigation, proceeding or hearing regarding sexual or other harassment. In addition, the College prohibits retaliation against the alleged offender by the accuser or other parties. Disciplinary action as outlined under the "Disciplinary Action" Section, paragraphs #1 and #2 of this policy will not be considered retaliation.
- B. Retaliation is illegal under State and Federal Law and includes, but is not limited to, any form of intimidation, reprisal or harassment. A person engaging in retaliatory conduct shall be subject to disciplinary action as outlined under the "Disciplinary Action" section of this policy with regard to employees and students, or possible restriction from enrollment in College courses or participation in campus and/or College-related activities, with regard to third persons.
- C. Any act of retaliation by a party directed against a complaining party, an accused party, witnesses, or participants in the process will be treated as a separate and distinct

complaint and will be similarly investigated. Illinois law provides protections to whistleblowers as set forth in the Whistleblower Act 740 ILCS 174/15 and the Illinois Human Rights Act, 775 ILCS 5/6-101.

Appeal of Formal Complaint Resolution:

- A. The respondent and complainant have a right to timely appeal if either party alleges a procedural error occurred, new information exists that would substantially alter the findings, or alleges that the sanction is disproportionate to the violation.
- B.** An employee may appeal the decision of the President or designee by submitting a notice of appeal to the President within five (5) business days of receiving the written notification of the decision from the President or designee. The written appeal must state in detail the reason(s) for the appeal and shall address one or more of the following:
 1. If the appeal alleges:
 - a. new information or evidence exists that would substantially alter the findings, the person appealing shall specify the reasons why said information was not available or provided to the investigator during the investigation, including specific reasons why said information could not have been provided on a timely basis;
 - b. either that the action(s) or inactions(s) of the supervisor and/or other appropriate college administrative officials in response to the findings of the investigator will not prevent future violations(s) of this policy, the person appealing shall specify, in detail, the reasons and basis for this belief/allegation;
 - c. there was a procedural error related to the policy, the person appealing shall specify, the reasons and basis for this belief/allegation; or d. that the sanction is disproportionate to the violation, the person appealing shall specify, in detail, the reasons and basis for this belief/allegation.
 2. If the appeal is for the decision of the designee, the President will have 10 days to make a decision. Following the President's determination, the employee may further appeal by making a written request to advance the appeal within five (5) days of receiving the written notification of the decision from the President.
 3. In cases involving employees of the College, accused of violating the policy, with or without a recommendation or decision to dismiss, an employee may appeal the decision of the President by submitting notice of appeal to the President. The appeal will then be heard before the Board of Trustees within 10 business days thereafter. Decisions of the Board of Trustees shall be final, unless the employee is subject to a collective bargaining agreement permitting grievance rights. In the case of grievance rights, the affected employee may appeal by using the available grievance process outlined in their contract, but may only receive one hearing before the Board of Trustees. Any recommendation for dismissal made against a faculty member will be in compliance with the processes under the Illinois Public Community College Act,

Article III-B Tenure, Chapter 122, 103B-3 (non-tenured faculty) or 103B-4 (tenured faculty).

4. If a student wishes to appeal the decision of the President, following the same timeline outlined for employees, a letter must be submitted in writing to the Title IX Coordinator who will convene the sexual misconduct judicial review panel. A decision will be issued by the review panel within seven (7) days of the conclusion of the panel's review. The panel has the authority to interview the complainant, victim or respondent, as well as witnesses, investigators and the adjudicator in conducting the review. The victim, respondent and complainant cannot be compelled to testify in one another's presence, but will be given the opportunity to hear the testimony of the other party and to respond to such testimony.
5. No disciplinary or other action based on the complaint shall be taken against the respondent during the appeal process, although temporary, interim measures may remain in place. The College, in its discretion, may at any point in the complaint process elect to place the alleged harasser on suspension in accordance with Policy 4.084 Suspension-All Employees for employees; as outlined in the Student Code of Conduct for students, or may implement a temporary reassignment of duties or classes.

Dissemination of Policy/Procedures:

- A. Information on this policy will be distributed in the College's Policy Manual, College Catalog, the College website, College's General drive under HR-Payroll Resources, and via posters and brochures placed around campus. Periodic notices sent to students and employees about the College's sexual harassment policy will include information about the complaint procedure and will refer individuals to designated offices/officials for additional information.
- B. Students registered at Highland Community College will receive information annually related to this policy. Informational brochures are distributed throughout campus and posters related to sexual harassment and reporting harassment are posted throughout campus.
- C. New employees will be required to read the policy, sign an acknowledgement form that they have read the policy, and complete on-line harassment training. Employees are to complete annual on-line training and are encouraged to report any evidence of sexual or other harassment in the workplace whether they are victims or if they witness such harassment. Supervisors and managers are required to report any known or reported harassment and will be trained ~~bi-annually via on-line training~~ to recognize and take action against harassment of any kind.
- D. The sexual misconduct and violence policy 3.27, prohibition of sexual misconduct policy 3.28, non-discrimination policy 4.031, and/or the non-violence policy 4.39 may also

apply in some incidents that are reportable under policy 4.034. Refer to those policies for additional guidance related to reporting responsibilities and protocol.

Identification of Reporting Officers:

- A. If any student or employee is unable to obtain the policy or procedures referenced in this policy, please contact the President's office at (815) 599-3514. The President's office is located in Building H, Student/Conference Center room 230, Highland Community College, 2998 W Pearl City Rd., Freeport, IL 61032.

Resolution Outside the College:

- A. It is hoped that sexual or other harassment complaints and incidents can be resolved within the College. However, employees, students, or third persons have legal recourse to the investigative and complaint process available through the Illinois Department of Human Rights, the U.S. Department of Education-Office for Civil Rights and/or the Equal Employment Opportunity Commission. Complaints filed with these agencies must be filed within the agency's deadline based on when the last harassing or discriminating action occurred. These deadlines are not based on the date the College determines the outcome of a claim filed with the College. Inquiries may be made directly to the Illinois Department of Human Rights, Office for Civil Rights, and the Equal Employment Opportunity Commission as follows:

1. Illinois Department of Human Rights
100 West Randolph Street, 10th Floor
Intake Unit
Chicago, IL 60601
Telephone (312) 814-6200 or (866) 740-3953 (TTY)
www2.illinois.gov.dhr
2. U.S. Equal Employment Opportunity Commission
230 South Dearborn, Suite 1866
Chicago, IL 60604
Telephone (800) 669-4000; or (800) 669-6820 (TTY)
www.eeoc.gov
3. Student Complaint Resolution
U.S. Department of Education, Office for Civil Rights
Citigroup Center
500 W. Madison Street
Chicago, IL 60661-4544
Telephone: 312-730-1560
FAX: 312-730-1576; TDD: 877-521-2172
Email: OCR.Chicago@ed.gov
<http://www2.ed.gov/about/offices/list/ocr/docs/howto.html>

**AGENDA ITEM #IX-C-1
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**REVISED JOB DESCRIPTION
DIRECTOR, MARKETING AND COMMUNITY RELATIONS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for the Director, Marketing and Community Relations with placement remaining at range 38 on the Highland Salary Range Table. This is a full-time, exempt administrative position.

BACKGROUND: Due to the resignation of the incumbent in the position, the job description was reviewed prior to advertising for the position. As a result of the review, modifications were made to the principal duties to highlight the strategic focus of the position. In addition, language was revised and added to align with trends and to more accurately describe the day-to-day work responsibilities.

BOARD ACTION: _____

Highland Community College Position Description

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

TITLE: Director, Marketing & Community Relations*

GENERAL STATEMENT OF RESPONSIBILITIES: To provide strategic direction and operational management for the College's marketing and community relations functions.

PRINCIPAL DUTIES: (essential functions)

- Develops and oversees implementation of an integrated ~~the~~ College's marketing and public relations plan, including media relations, marketing and community relations programs, ~~office functions~~, and development of new strategies to effectively reach targeted audiences. Utilizes data to ~~Evaluates~~ and revises the plan and associated activities.
- Promotes the college through the production of ~~high-quality~~ high-quality marketing ~~collateral~~, tools, and ~~news-media~~ to develop and support the College brand and contribute to the achievement of enrollment objectives, ~~development, including promotion of College partnerships~~
- Provides direction, and project management, and coordination for projects and publications from creative concept development to completion including, but not limited to, the College catalog, digital marketing strategy, regional publications, social media, multi-media tools, brochures, web sites, and annual reports.
- Manages vendor relations including negotiation of advertising and media placement and service agreements.
- Provides strategic direction for College community and public relations including developing, cultivating, and sustaining relationships with relevant media professionals to broaden recognition of the College, support the College brand, and pursue proactive media opportunities.
- Ensures tracking of data, information, and trends to measure effectiveness of various marketing approaches in meeting community relations and enrollment objectives.
- Provides strategic direction for the use of web-based communications and technologies, including highland.edu and the portals, in support of college enrollment, events, and programs. Continually evaluates such technologies and communications initiatives to determine and implement improvements that will meet accessibility requirements and allow resources to be maximized and leveraged to reach all constituencies of the College.
- ~~Maintains and continuously improves the College's internal and external web sites.~~
- ~~Maintains relationships with the news media and facilitates the development of news and feature items.~~
- Serves ~~Aets~~ as College spokesperson and develops strategies to manage crisis news and communication. Prepares employees for media interviews.
- Collaborates ~~Works~~ with College personnel in developing and overseeing marketing plans for programs and events.
- Trains, supervises and evaluates the work performance of assigned staff. Recommends an employee for promotion, reassignment, discipline and termination.

Adopted 4/15/08
Director, Marketing and Community Relations

- ~~Directs department staff in marketing and public relations day-to-day activities.~~
- Interprets, implements and recommends new and revised policies and procedures.
- Ensures compliance with applicable federal and state laws, rules and regulations.
- Develops and monitors the annual budget and budget schedules for department.
- Leads the development of goals and objectives within the department and assessment of services.
- Communicates effectively with College employees to establish and maintain positive working relationships.
- Develops, coordinates, and represents the College ~~participates~~ in outreach opportunities such as the social media presence, speaker's bureau, informational events, and recruiting activities.
- Interacts with industry peers ~~and salespeople to evaluate tools and promotional opportunities~~ and represents the College in state-wide marketing initiatives.
- In accordance with the Risk Management Policy and Program:
 - Manages emergency closure and crisis communications with news media, on website, and social media.
 - Serves ~~as a member and pre-designated as~~ Public Information Officer for the College.
 - Serves as a member of the College Emergency Response Team.
- Serves as a Freedom of Information Act Officer.
- Represents the College at various meetings on and off campus.
- Communicates effectively with staff and departments to support efficiency and the sharing of institutional knowledge.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of English usage, grammar, spelling, punctuation and vocabulary.
 Knowledge of principles and practices of marketing and public relations.
 Knowledge of effective communication strategies including written and graphic presentations.
 Knowledge of principles, practices and methods of management and supervision.
 Knowledge of digital marketing and social media presence.
 Knowledge of budget preparation, bid and purchasing procedures and expense control.
 Knowledge of utilizing data to make informed decisions.
 Knowledge of interpersonal skills using tact and diplomacy.

Skill in creating effective written and presentation materials.
 Skill in effectively supervising, leading and delegating tasks and authority.
 Skill in interacting with people of different social, economic and ethnic backgrounds.
 Skill in reviewing and preparing narrative and statistical reports and records.
 Skill in interpreting and applying rules, regulations, policies and procedures.
 Skill in making decisions, maintaining composure and working effectively under stressful conditions and emergency situations.
 Skill in preparing budgets and monitoring the disbursement of funds.
 Skill in communicating and mediating difficult situations.
 Skill in maintaining confidentiality of information.
 Skill in operating computer equipment and software applications.
 Skill in development and maintenance of web sites.
 Skill in establishing and maintaining effective relationships with a diverse population of co-workers and others.

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are light work, exerting up to 20 lbs of force occasionally, and/or up to 10 lbs of force frequently, and/or a negligible amount of force constantly to move objects.

MINIMUM QUALIFICATIONS: Bachelor's degree in communications, marketing, management or a related field, Master's degree preferred and five (5) years marketing or public relations experience with two (2) years in a supervisory role OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: None.

REPORTS TO: Vice President, Student Development and Support Services

APPOINTED BY: Board of Trustees

EMPLOYEE CATEGORY: Administrative

FLSA CLASSIFICATION: Exempt

CLASS CODE: 2430

JOB SERIES/FAMILY: Administrative Series/Administrator Group

LAST REVISED: ~~02/19/19~~ 02/22/2022 *[Pending Board Approval]

**AGENDA ITEM #IX-C-2
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**REVISED JOB DESCRIPTION
VICE PRESIDENT/CHIEF ACADEMIC OFFICER (CAO), ACADEMIC SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for the Vice President/Chief Academic Officer (CAO), Academic Services with placement remaining at range 45 on the Highland Salary Range Table. This is a full-time, exempt administrative position.

BACKGROUND: Due to the resignation of the incumbent in the position, the job description was reviewed prior to advertising for the position. As a result of the review, the principal duties were updated to include the use of data and information to improve programs for increased student recruitment, retention, and completion. In addition, collaboration with strategic planning processes and oversight for project completion in the academic services division was added. The physical requirements were modified to more adequately reflect the necessary physical activities of the job.

BOARD ACTION: _____

Highland Community College Position Description

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

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

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

PRINCIPAL DUTIES: (essential functions)

Supervises

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

Academics/Curriculum

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

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

Quality/Compliance

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

- Actively and fully engages in academic functions and events.
- Attends all scheduled meetings of the Board of Trustees.
- Follows appropriate procedures for student discipline as it relates to Academic Integrity, Academic Misconduct, and Other Student Academic Complaints.
- Performs other duties as requested by the President.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of English usage, grammar, spelling, punctuation and vocabulary.

Knowledge and in-depth understanding of academic programs and development of a learning-focused environment.

Knowledge of grant administration techniques, budget preparation and expenditure control.

Knowledge of strategic planning techniques and research and analysis strategies.

Knowledge of personnel management and supervisory principles and practices.

Knowledge of comprehensive academic assessment models.

Knowledge of budget preparation, bid and purchasing procedures and expense control.

Knowledge of interpersonal skills using tact and diplomacy.

Knowledge of utilizing data to make informed decisions.

Skill in planning and developing academic curriculum.

Skill in leading, supervising and team building.

Skill in researching and writing grants and operational reports.

Skill in conducting feasibility and cost benefit analysis studies of academic programs.

Skill in identifying problems, evaluating alternatives and implementing effective solutions.

Skill in negotiation and management of a faculty collective bargaining agreement.

Skill in creating and presenting effective written and oral communication pieces.

Skill in developing, implementing and evaluating policies and procedures.

Skill in establishing effective community partnerships and effective relationships with external stakeholders.

Skill in establishing and maintaining effective relationships with co-workers and others.

Skill in utilizing technology

Skill in working effectively in a team environment.

PHYSICAL REQUIREMENTS: The physical requirements of this position are sedentary in nature, exerting up to 10 lbs of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Work is routinely performed in office environments. Subject to standing, walking, sitting, bending, reaching, kneeling, pushing and pulling, climbing, stooping and occasional lifting of objects up to 20 pounds.

MINIMUM QUALIFICATIONS:

- Master's degree from a regionally accredited institution required; earned Doctorate Degree from a regionally accredited institution preferred. Five (5) years increasingly responsible administrative experience in higher education, including experience in instruction and academic administration required. Teaching experience in higher education required; teaching experience at a community college preferred.

- A collaborative and collegial leadership/management style, excellent communication skills, and the ability to forge effective working relationships with a broad range of internal and external constituents.
- Knowledge of and/or demonstrated ability in quality improvement processes, especially as related to accreditation.

REQUIRED LICENSE/CERTIFICATION: None.

SECURITY SENSITIVE POSITION: Requires a criminal background check.

REPORTS TO: President.

APPOINTED BY: Board of Trustees.

EMPLOYEE CATEGORY: Administrative

FLSA CLASSIFICATION: Exempt

CLASS CODE: 6320

JOB SERIES/FAMILY: Administrative Series/Executive Group

ADOPTED: ~~08/06/2020~~ 02/22/2022 *[Pending Board Approval]

**AGENDA ITEM #IX-D-1
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

SECOND READING – TUITION

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approves for second reading an increase in the in-district tuition rate from \$146.00 per credit hour to \$151.00 per credit hour effective Fall semester of 2022. In addition, it is recommended that the Board of Trustees approves for second reading an increase in the senior citizen rate from \$111.00 to \$113.00 per credit hour effective Fall semester 2022. The formulas for figuring out-of-district and out-of-state tuition remain unchanged. These rates will be calculated after Fall 2022 tuition rates at community colleges contiguous to Highland have been determined.

BACKGROUND: For the past three fiscal years, State funding has represented only about 10% of the College's operating budget. Despite this, the College has strived to maintain affordable tuition and a flat overall tax rate. Tuition was not increased in FY20, FY21, or FY22. In addition, expenses have been reduced and transfers from other funds have been utilized to support the budget.

A \$151 tuition rate effective Fall semester of 2022 coupled with our technology fee (\$22) and activity fee (\$18) may be higher than the overall State average in-district tuition and fee rate in FY23, however many colleges have not yet determined tuition and many are discussing increases. The Administrative Rules of the Illinois Community College Board require that the out-of-state tuition rate be set at a minimum of 1.67 times its in-district tuition rate. The out-of-district tuition rate is calculated at 1.5 times the highest in-district rate of our contiguous districts.

Early budget projections that include the prior five-year trend in College actual results (3% reduction in revenues, 2% reduction in expenses) result in the need to utilize the fund balance to offset a deficit budget. Items of significant budget impact are not yet known at this time, such as property tax values, State funding, and medical insurance costs that may require adjustments to current budget projections.

If (as originally planned when Illinois Community Colleges were established) State funding was one-third of the College's revenue sources, then we would only be looking at a per credit hour tuition rate of about \$138.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-2
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**DRIVER TRAINING SCHOOL AGREEMENT BETWEEN
HIGHLAND COMMUNITY COLLEGE AND ROCK GATE CAPITAL, LLC
(DBA 160 DRIVING ACADEMY) FOR CDL TRAINING**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached driver training school agreement between Rock Gate Capital, LLC, dba 160 Driving Academy, and Highland Community College for CDL training effective February 1, 2022, through December 31, 2022, with the option to renew the agreement for two years with the express written consent of both parties.

BACKGROUND: This contract would extend the service of 160 Driving Academy, our current CDL training provider, through December 31, 2022. Changes to the contract include adding new FERPA language under Section 6.3, an overall increase in tuition from \$4,695 to \$5,195, and the College will receive a set amount of \$450 for each full paying student, as opposed to a percent of the tuition. The amount received by the College for dedicated students remains unchanged at \$250.

BOARD ACTION: _____

160 Driving Academy & Highland Community College Driver Training School Agreement

This is a Driver Training School Agreement ("Agreement") made this 1st day of February, 2022, by and between Highland Community College (hereinafter referred to as the "College") and Rock Gate Capital, LLC dba 160 Driving Academy, Evanston, IL (hereinafter referred to as the "Firm").

RECITALS

WHEREAS, the Firm is engaged in the business of recruiting, training and placing qualified commercial truck drivers into the trucking industry; and

WHEREAS, the College maintains a permanent facility for the purpose of providing post-high school education,

NOW, THEREFORE, inconsideration of the mutual covenants and consideration set forth herein, the parties hereto agree as follows:

SECTION ONE Community College Partnership Concept

The Firm and College have agreed to a Community College Partnership Concept as outlined within this agreement. The College agrees to provide a training facility as outlined within this agreement. The Firm agrees to provide comprehensive training services as outlined within this Agreement. The overall concept is to produce a system that allows the Firm to recruit, train, and place a larger quantity of qualified, safety-oriented graduates into productive driving careers within the trucking industry.

SECTION TWO Firm's Obligations

2.1 Marketing. The Firm agrees to use its best efforts to recruit qualified driver training candidates using various advertising, information seminars, and direct contact to grow the program. The Firm agrees to obtain the approval of the College prior to the commencement of any advertising for marketing purposes. The College agrees to market to all of its constituents through its mailings, course catalogue and on-site advertising materials.

2.2 Financing. The Firm agrees to actively participate and assist in candidates' tuition financing, including but not limited to Personal financing (savings, home refinance, etc.), credit card, Workforce Investment Act (WIA) and third-party financing for qualified individuals.

2.3 Course Offering. The Firm agrees to provide a four or eight week, one hundred sixty (160) hour training course, as determined by the College, developed to prepare students for the Illinois Secretary of State Class A CDL pre-trip, skills and road tests, and ultimately for an entry level position in the trucking industry.

2.4 Course Prerequisites. The Firm will ensure all prospective students in the driver training program will have completed all required drug screenings and Department of Transportation physicals prior to the class start date.

2.5 Firm's Employees. The Firm's employees who perform services for the College under this Agreement shall also be bound by the provisions of this Agreement. The Firm's employees are solely employees of the Firm and have no accrued or expected employment or benefit rights through the College. At the request of the College, the Firm shall provide adequate evidence that such persons are employees of the Firm and have proper licenses, experience and other necessary qualifications to perform the services required under this Agreement.

2.6 Harassment Training. The Firm's employees, if any, who perform services for the College under this Agreement shall undergo at the College's request, sensitivity, diversity, and sexual harassment awareness training prior to performing any services for the College under this Agreement.

2.7 Insurance. The Firm will maintain a single limit \$1,000,000 policy, full workers' compensation statutory coverage, and provide a certificate of insurance naming the College as an additional insured on its policies. The Firm waives any rights to recovery from the College for any injuries that the Firm and/or its employees may sustain while performing services under this Agreement and that are a result of the negligence of the Firm or its employees.

2.8 Indemnification. The Firm agrees to indemnify and hold harmless the College from any and all liability of any kind or nature whatsoever for any claims, lawsuits or other adverse actions or activities by employees, students or third parties of any nature whatsoever that relate in any way to the Firm's provision of this program, course offering and anything associated therewith.

2.9 Administrative Requirement. The Firm and its instructors will comply with all College program admission requirements, grading, grade recording policies and financial aid preapproval procedures in a timely manner. The on-site branch manager will serve as liaison between the Firm and the College.

2.10 Full Payment Students. The College will charge and collect on behalf of the Firm \$5,195.00 for Cash pay and WIOA students per students. The College will remit payment to the Firm upon invoice from the Firm. The Firm will receive direct payment from an employer partner or financial sponsor for each student who's tuition is underwritten by an employer partners per its agreement with each partner. The Firm may adjust tuition price at any time by providing the College two week's notice.

The firm will pay the College \$450.00 at the end of each month for each student – regardless of payment type - who graduates the program.

All payments to the Firm are due upon invoice.

SECTION THREE

College Obligations

3.1 Facilities. The College agrees to provide training facilities as follows:

3.1.1 Classroom. A minimum of 300 square feet of classroom space; heating and ventilating adequate to maintain a comfortable room temperature for students and instructors; adequate lighting system so as to provide sufficient lighting for the students and instructors; sufficient seating facilities and writing surfaces for students; blackboards or other forms of illustrative devices which are visible from all seating areas; and adequate fire extinguishers in operable condition (as required pursuant to Section 6-406(c) of the Illinois Drivers Licensing Law of the Illinois Vehicle Code).

3.1.2 General Office. Dedicated telephone line with call waiting and/or call rollover to electronic voice mailbox; access to a fax line and access to fax machine; access to copy machine; access to adequate office supplies (pens, pencils, paper, etc.); office furniture (desk, lockable filing cabinet, etc.); and personal computer with dedicated internet access.

3.1.3 Yard. Access to a training yard to handle student classes regardless of size, with lighting sufficient to support night instruction to facilitate skills training (as required pursuant to Section 6-406(c) of the Illinois Drivers Licensing Law of the Illinois Vehicle Code). College agrees to provide a protective shed and a portable toilet in the training yard area as well as snow removal services.

3.1.4 Signage. The College will provide all signage required for this training. The College will provide available space for the Firm's signage. Signage must be reasonably visible to the general public from outside the classroom facility. Signage must satisfy State of Illinois requirements as well as being acceptable to the Firm and to the College in size and appearance.

3.2 Full Pay Tuition. College agrees to remit to the Firm all tuition on behalf of all Full Pay Tuition students enrolled in this driver training program (less College's share of tuition as outlined above in paragraph 2.10). Payment will be invoiced as of the end of the first week of training and is payable upon receipt of invoice by the College. Payments will be made directly to the Firm or via ACH payment to its approved financial institution. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that the Firm shall be entitled to payments for periods or partial periods of services that occurred prior to the date of termination and for which the Firm has not yet been paid.

3.2.1 Dedicated Tuition. Firm agrees to remit to the College \$250.00 for Dedicated tuition on behalf of all students enrolled in this Dedicated training program (as outlined above in paragraph 2.11). Payment will be submitted immediately upon student's employment at Dedicated student's employer. Payments will be made directly to the College. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that the College shall be entitled to payments for periods or partial periods of services that occurred prior to the date of termination and for which the College has not yet been paid.

3.3 Facility Maintenance Expenses. College agrees to cover all expenses incurred for its own facility maintenance, taxes, building insurance and related utilities. Damages or expenses incurred due to the negligence of the Firm, staff or students will be the responsibility of the Firm.

SECTION FOUR Joint Obligations

4.1 Confidentiality. College recognizes that the prices, costs, future plans, business affairs, promotion techniques, technical information, customer lists, teaching methods, and other similar proprietary business information related to the services provided by the Firm (hereinafter collectively referred to as the "Information") are valuable, special and unique assets of the Firm. Accordingly, the College agrees that it will not at any time or in any manner, either directly or indirectly, use any Information for the College's own benefit, or divulge, disclose or communicate in any manner any Information to any third party without the prior written consent of the Firm. The College will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement and, in addition to any other remedy, will entitle the Firm to obtain temporary and permanent injunctive relief against any actual or threatened breach of this paragraph without being required to post bond or, if bond cannot be waived, without providing any security thereon. The Firm agrees to treat proprietary information of the College in an identical manner and the College shall also be entitled to the benefits of injunctive relief for any actual or threatened violation by the Firm. The confidentiality provisions of this Agreement shall remain in full force and effect for a period of two (2) years after the termination of this Agreement.

4.2 Return of Records. Upon termination of this Agreement, each party will deliver to the other party all records, notes, data, memoranda, models, equipment, and Information of any nature that are in such party's possession or control which are the property or Information of the other party.

4.3 Independent Contractor. The Firm is, and the parties intend it to be, an independent contractor regarding the Services provided and no partnership of the parties is intended to be created by this agreement.

SECTION FIVE Termination

This Agreement will continue through December 31, 2022. This Agreement may be renewed for two years after December 31, 2022 with the express written consent of both parties. This Agreement may be terminated by either party for the insolvency of the other, upon mutual consent or upon default of any term of this Agreement not corrected within fifteen (15) days of written notice of said default.

**SECTION SIX
Miscellaneous**

6.1 Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement between the parties whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

6.2 Governing Law and Enforcement. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision of this Agreement shall be held to be invalid and unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.2 Waiver Limitations. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

6.3 FERPA. The Firm agrees, in the provision of all services under this agreement, to remain compliant with obligations under the Family Educational Rights and Privacy Act (FERPA) relating to the maintenance and preservation of educational records. The Firm agrees to follow all College policies relating to such records and to instruct all agents or employees of the Firm as to the obligation of such compliance. If Firm becomes aware of any breach of such obligation, it shall promptly inform the College.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

FIRM: Rock Gate Capital, LLC

COLLEGE: Highland Community College

BY: _____
Signature of Firm's Representative Date

BY: _____
Signature of College's Representative Date

Name of Firm's Representative

Name of College Representative

**AGENDA ITEM #IX-D-3
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

ACCEPTANCE OF BID
BUILDING “N” MICROBIOLOGY LABORATORY RENOVATION PROJECT

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low base bid and alternate bid #1 meeting specifications from Rockford Structures of Machesney Park, IL of \$450,100 for the Building “N” Microbiology Laboratory Renovation project. This bid is within the projected budget for the project.

BACKGROUND: The current Microbiology Lab space is part of the original construction of the 1971 Natural Science building. Student workspaces, storage, and preparation areas have become outdated and no longer meet the needs of our students and faculty. The renovated lab space will feature new cabinetry, workspaces, ventilation equipment, student desks, instructor station, an appropriate workspace for student workers or Honors students, and modern audiovisual equipment to maximize the usefulness of the space, while meeting ADA and safety standards. Existing asbestos-containing materials will also be abated as part of the renovation.

This project is funded by Protection, Health, and Safety funds.

The request for bids was advertised and seven bids were submitted.

Bids were opened at 11:00 a.m. on February 8, 2022.

BOARD ACTION: _____



February 9, 2022

Ms. Jill Janssen
Highland Community College
2998 West Pearl City Road
Freeport, Illinois 61032

Re: Microbiology Renovation Project at Building N
Highland Community College (RLJA# 21-039)

Dear Jill:

On February 8, 2022, bids were received for the Microbiology Renovation Project at Building N. Bids were received from seven General Contractors. The low Base Bid was \$440,000.00 and was submitted by Rockford Structures. Their Alternate Bid #1 cost for replacing the vinyl covered drywall was \$10,100.00.

See bid tab attached. The estimated cost for the project was \$530,000.00.

We have worked with Rockford Structures on successful projects in the past.

We recommend awarding the project to Rockford Structures upon the Board's review and approval of the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.

If you have any questions regarding the above information, please contact me at your convenience.

Sincerely,

RICHARD L. JOHNSON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Scott R. Johnson', is written over a horizontal line.

Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 21-039 file

**Microbiology Lab Renovations
Bldg "N" for Highland College**

February 8, 2022

RLJA #21-039

BIDDERS	BID GUAR.	ADDM RCPT.	SITE INSPCT	CERTIFI CATIONS	BASE BID	ALTERNATE BID #1
Larson & Larson Bldrs 5612 Industrial Ave. Loves Park, IL 815-633-1773	5%	3	Yes	Yes	\$496,777	\$6,675
Nicam Construction 3143 Business 20 W Freeport, IL 815-616-8126	5%	3	Yes	Yes	\$526,100	\$9,100
Ringland-Johnson, Inc. 1725 Huntwood Drive Cherry Valley, IL 815-332-8634	5%	3	Yes	Yes	\$523,900	\$8,000
Rockford Structures 10540 N. 2nd St. Machesney Pk. IL 815-633-6161	5%	3	Yes	Yes	\$440,000	\$10,100
Scandrol Construction 855 N. Madison St. Rockford, IL 815-962-4037	5%	3	Yes	Yes	\$529,925	\$10,000
Sjostrom & Sons 1129 Harrison Avenue Rockford, IL 815-316-3695	5%	3	Yes	Yes	\$521,850	\$6,500
Winter Construction 1840 S. Walnut Avenue Freeport, IL 815-801-5304	5%	3	Yes	Yes	\$490,000	\$8,850

**AGENDA ITEM #IX-D-4
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF STATEMENT OF FINAL CONSTRUCTION COMPLIANCE
BUILDING "S" AUXILIARY GYMNASIUM RENOVATION PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Statement of Final Construction Compliance for the Building "S" Auxiliary Gymnasium Renovation project completed in 2021.

BACKGROUND: ICCB requires a Statement of Final Construction Compliance completed by a licensed architect or engineer and approved by the Board of Trustees.

This project was funded with Protection, Health, and Safety funds and was completed within the allocated budget.

BOARD ACTION: _____

Protection, Health, and Safety Project
Statement of Final Construction Compliance
ICCB Project Title: Building S Auxiliary Gym Renovations
ICCB Project # 20-054


Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Richard L. Johnson Associates, Inc.
Scott R. Johnson
4703 Charles Street
Rockford, Illinois 61108

Final cost of the project:

Approved Budget \$ 265,000 Actual Cost \$ 248,671.55

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.


Architect/Engineer's Signature

2/8/22
Date

001-014871
Illinois Registration or License Number



Approved by the _____ Board of _____

Date _____

Signed _____, Chairperson

_____, Secretary

**AGENDA ITEM #IX-D-5
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF STATEMENT OF FINAL CONSTRUCTION COMPLIANCE
BUILDING "N" SCIENCE LABORATORY RENOVATION PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Statement of Final Construction Compliance for the Building N Science Laboratory Renovation project completed in 2022.

BACKGROUND: ICCB requires a Statement of Final Construction Compliance completed by a licensed architect or engineer and approved by the Board of Trustees.

This project was funded with Bond funds and was completed within the allocated budget.

BOARD ACTION: _____

State and Locally Funded Projects
Statement of Final Completion

ICCB Project Title: Building N Science Laboratory Renovation Project
ICCB Project # 20-055

Name and address of architect/engineer providing the Statement of Final Completion:

Scott R. Johnson
Richard L. Johnson Associates, Inc.
4703 Charles Street
Rockford, Illinois 61108
815-398-1231

Final cost and scope of the project:

Approved Budget \$ 798,600.00 Actual Cost \$ 587,999.31

Approved Scope:

Actual Scope:

Classrooms	_____	_____
Laboratories	_____	_____
Offices	_____	_____
Study	_____	_____
Special Use	_____	_____
Support	<u>3.188</u>	<u>3.188</u>
Other	_____	_____
TOTAL NASF	_____	_____
TOTAL GSF	<u>3.188</u>	<u>3.188</u>

I have reviewed the originally approved construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.


Architect/Engineer's Signature

2/8/22
Date

001-01467
Illinois Registration or License Number

District Official's Signature

Date



**AGENDA ITEM #IX-D-6
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**PAYMENT OF BILLS AND AGENCY FUND REPORT
JANUARY 2022**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the January 2022 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 350955 through 351215 amounting to \$764,471.55, Automated Clearing House (ACH) debits W0000626 amounting to \$22,083.19, and Electronic Refunds of \$4,948.67, with 11 adjustments of \$11,647.00, such warrants amounting to \$779,856.41. Transfers of funds for payroll amounted to \$507,380.30.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$22,083.19. Electronic Refunds are issued to students.

BOARD ACTION: _____

**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, January 31, 2022**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$286,049.94	\$0.00	\$0.00	\$286,049.94
FIFTH THIRD	31,612.25	0.00	0.00	31,612.25
UNION LOAN AND SAVINGS	176,116.89	0.00	0.00	176,116.89
TOTAL ASSETS	\$493,779.08	\$0.00	\$0.00	\$493,779.08
1010 HCC ORCHESTRA	\$0.00			\$0.00
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR	0.00			0.00
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	65,204.86			65,204.86
1017 HCC ROAD AND LOT	97,781.81			97,781.81
1018 YMCA ROAD AND LOT	92,364.58	0.00		92,364.58
1019 YMCA BLDG/MAINT	37,493.78			37,493.78
1020 HCC BLDG/MAINT	68,972.13			68,972.13
1021 YMCA/HCC INTEREST	100,349.67	0.00		100,349.67
1022 HCC SECTION 125 PLAN	31,612.25			31,612.25
1023 Ic3SP CAREER SERVICES	0.00			0.00
TOTAL	\$493,779.08	\$0.00	\$0.00	\$493,779.08

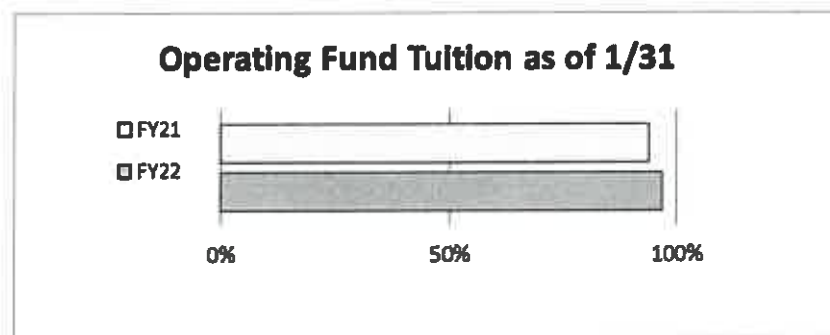
**AGENDA ITEM #X-A
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY22**

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

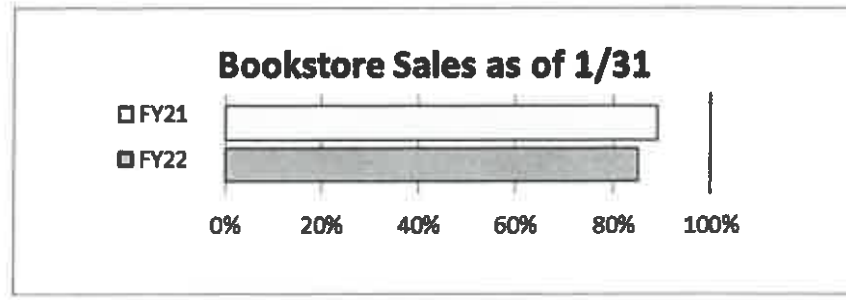
Results as of January 31, 2021

During this period, lost tuition revenue was recorded in the Operating, Auxiliary, and Restricted Purposes Funds using estimated annual enrollment. The total, \$1,181,486, assumes 26,953 unrestricted certified credit hours will be generated in FY22. The calculation will be adjusted for actual enrollment as part of the year-end processes. In order to maintain eligibility for federal Higher Education Emergency Relief Funds, colleges must report activity periodically and remain active within the federal reporting system.

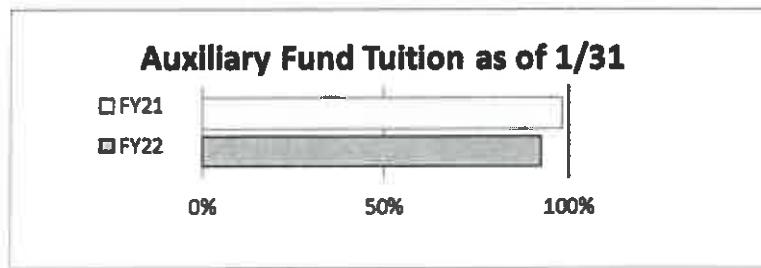
The following charts show the comparison of the FY22 financial results for various items, as labeled, to FY21 results as of January 31. The FY21 bar is the year-to-date results as of January 31, 2021, divided by the actual year-end results for FY21. The FY22 bar is the year-to-date results for January 31, 2022, divided by the annual budgeted amount for FY22.



Operating Fund tuition revenue appears to be about 3% higher than anticipated at this point in time. If Operating Fund tuition revenue is 3% more than budgeted for the fiscal year, that amounts to about \$130,000.



Bookstore sales appear to be about 4% lower than anticipated at this point in time. If sales are 4% less than budgeted for the fiscal year that amounts to about \$18,000.



Auxiliary Fund tuition revenue appears to be about 6% lower than anticipated at this point in time. If Auxiliary Fund tuition revenue is 6% less than budgeted for the fiscal year that amounts to about \$29,000.

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE
 FY22

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$6,770,780	\$3,352,485	49.5%
Credit Hour Grants	1,232,526	807,807	65.5%
Equalization	50,000	29,167	58.3%
ICCB Career/Tech Education	128,361	64,181	50.0%
ICCB Performance	-	4,495	0.0%
CPP Replacement Tax	625,000	382,904	61.3%
Federal Sources	55,000	32,254	58.6%
Tuition & Fees	4,410,000	4,270,718	96.8%
Sales & Services	27,150	27,415	101.0%
Facilities Revenue	111,550	54,763	49.1%
Interest on Investments	7,000	949	13.6%
Non-Govt. Gifts, Grants	300,000	26,104	8.7%
Miscellaneous	44,626	71,571	160.4%
Total Revenue	\$13,761,993	\$9,124,813	66.3%
<u>EXPENDITURES:</u>			
Salaries	\$9,699,734	\$5,441,265	56.1%
Employee Benefits	2,312,285	1,611,999	69.7%
Contractual Services	865,583	511,638	59.1%
Materials & Supplies	866,357	467,230	53.9%
Conference & Meeting	252,197	77,307	30.7%
Fixed Charges	59,700	40,122	67.2%
Utilities	659,325	646,076	98.0%
Capital Outlay	49,225	34,482	70.0%
Other Expenditures	142,356	182,673	128.3%
Federal Relief Lost Revenue	(988,531)	(955,854)	96.7%
Transfers (In) Out	(156,238)	-	0.0%
Total Expenditures	\$13,761,993	\$8,056,938	58.5%
Excess of Revenues Over Expenditures	\$0	\$1,067,875	
Fund Balance 7/1/21	5,734,337	5,734,337	
Fund Balance 1/31/22	\$5,734,337	\$6,802,212	

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY22

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

REVENUE:	Budget	Year to-Date	Percent
Local Taxes	\$921,000	\$456,600	49.6%
Interest	-	32,674	100.0%
Total Revenue	\$921,000	\$489,274	100.0%
EXPENDITURES:			
Contractual Services	182,800	54,773	0.0%
Materials & Supplies	-	148	100.0%
Capital Outlay	4,798,078	1,651,815	34.4%
Total Expenditures	\$4,980,878	\$1,706,736	34.3%
Excess of Revenues Over Expenditures	(\$4,059,878)	(\$1,217,462)	
Fund Balance 7/1/21	\$4,725,092	\$4,725,092	
Fund Balance 1/31/22	\$665,214	\$3,507,630	

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY22

AUXILIARY ENTERPRISE FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Tuition and Fees	\$478,000	\$442,452	92.6%
Bookstore Sales	450,000	383,934	85.3%
Athletics	41,040	13,877	33.8%
Other	123,166	78,266	63.5%
-----	-----	-----	-----
Total Revenue	\$1,092,206	\$918,529	84.1%
EXPENDITURES:			

Salaries	\$322,217	\$165,293	51.3%
Employee Benefits	33,313	19,388	58.2%
Contractual Services	92,984	59,342	63.8%
Materials & Supplies	611,419	418,473	68.4%
Conference & Meeting	311,963	132,477	42.5%
Fixed Charges	14,109	7,358	52.2%
Utilities	600	600	100.0%
Capital Outlay	32,265	40,535	125.6%
Other Expenditures	25,738	14,100	54.8%
Federal Relief Lost Revenue	(413,108)	(91,663)	22.2%
Transfers	(64,000)	-	0.0%
-----	-----	-----	-----
Total Expenditures	\$967,500	\$765,903	79.2%
Excess of Revenues Over Expenditures	\$124,706	\$152,626	
Fund Balance 7/1/21	\$1,129,535	\$1,129,535	
-----	-----	-----	
Fund Balance 1/31/22	\$1,254,241	\$1,282,161	

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY22

RESTRICTED PURPOSE FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

<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	68,477	29.8%
Other Illinois Sources	131,865	107,498	81.5%
Department of Education	7,840,258	3,472,508	44.3%
Other Federal Sources	49,684	35,391	71.2%
Tuition & Fees	592,000	540,726	91.3%
Sales & Service Fees	20,000	34	0.2%
Interest	19,346	19,743	102.1%
Non-govt. Gifts, Grants	891,319	4,435	0.5%
Other	298,726	219,425	73.5%
	-----	-----	-----
Total Revenue	\$10,213,204	4,468,237	43.7%
<u>EXPENDITURES:</u>			
Salaries	\$1,180,551	\$769,527	65.2%
Employee Benefits	270,047	168,463	62.4%
Contractual Services	755,993	222,510	29.4%
Materials & Supplies	255,853	104,878	41.0%
Conference & Meeting	121,038	79,098	65.3%
Fixed Charges	26,758	1,294	4.8%
Utilities	4,152	-	0.0%
Capital Outlay	815,170	449,915	55.2%
Other Expenditures	1,811,103	1,903,825	105.1%
Federal Relief Lost Revenue	(137,651)	-	0.0%
Financial Aid	4,711,745	2,884,269	61.2%
Transfers out (in)	180,438	-	0.0%
	-----	-----	-----
Total Expenditures	\$9,995,197	\$6,583,779	65.9%
Excess of Expenditures Over Revenue	\$218,007	(\$2,115,542)	
Fund Balance 7/1/21	877,588	877,588	
	-----	-----	
Fund Balance 1/31/22	\$1,095,595	(\$1,237,954)	

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY22
 AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$49,000	\$22,948	46.8%
-----	-----	-----	-----
Total Revenue	\$49,000	\$22,948	46.8%
EXPENDITURES:			

Contractual Services	\$49,000	\$52,750	107.7%
-----	-----	-----	-----
Total Expenditures	\$49,000	\$52,750	107.7%
Excess of Revenues Over Expenditures	\$0	(\$29,802)	
Fund Balance 7/1/21	\$861	\$861	
-----	-----	-----	
Fund Balance 1/31/22	\$861	(\$28,941)	

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY22

BOND AND INTEREST FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,803,550	\$895,729	49.7%
	-----	-----	-----
Total Revenue	\$1,803,550	\$895,729	49.7%
EXPENDITURES:			

Fixed Charges	\$1,753,550	\$1,646,000	93.9%
	-----	-----	-----
Total Expenditures	\$1,753,550	\$1,646,000	93.9%
Excess of Revenues Over Expenditures	\$50,000	(\$750,271)	
Fund Balance 7/1/21	\$816,153	\$816,153	
	-----	-----	
Fund Balance 1/31/22	\$866,153	\$65,882	

AGENDA ITEM #X-A
 FEBRUARY 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY22

LIABILITY, PROTECTION, AND SETTLEMENT FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended January 31, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,225,000	\$593,815	48.5%
-----	-----	-----	-----
Total Revenue	\$1,225,000	\$593,815	48.5%
EXPENDITURES:			

Salaries	\$330,801	\$181,474	54.9%
Employee Benefits	312,950	178,416	57.0%
Contractual Services	387,425	104,214	26.9%
Materials & Supplies	9,100	7,709	84.7%
Conference & Meetings	15,974	10,000	62.6%
Fixed Charges	207,374	218,187	105.2%
Utilities	4,000	2,578	64.5%
-----	-----	-----	-----
Total Expenditures	\$1,267,624	\$702,578	55.4%
Excess of Revenues Over Expenditures	(\$42,624)	(\$108,763)	
Fund Balance 7/1/21	\$363,135	\$363,135	
-----	-----	-----	
Fund Balance 1/31/22	\$320,511	\$254,372	

**AGENDA ITEM #XII-B-1
FEBRUARY 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HIGHLAND
COMMUNITY COLLEGE (BOARD OF TRUSTEES) AND HIGHLAND COMMUNITY
COLLEGE CUSTODIAL AND MAINTENANCE, AFFILIATED WITH IFT/AFT/AFL-
CIO LOCAL 1957 REGARDING CLARIFICATION OF CONTRACT SECTION 18.4**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Memorandum of Understanding (MOU) between Highland Community College (Board of Trustees) and Highland Community College Custodial and Maintenance, affiliated with IFT/AFT/AFL-CIO Local 1957 clarifying the intent of Section 18.4 of the contract.

BACKGROUND: There was some misunderstanding of the intent of the language in Section 18.4-Incentive for Obtaining New Skill as negotiated in the most recent Custodial/Maintenance contract. It was decided to follow the decision of the President on the matter and create the attached MOU to outline the details of that decision with the Union's understanding that the topic would be open for negotiations and any clarifications or changes would be included in the next contract upon the effective date.

BOARD ACTION: _____

Memorandum of Understanding
Clarification of Section 18.4 – Incentive for Obtaining New Skill
HIGHLAND COMMUNITY COLLEGE
and
The Highland Custodial and Maintenance Council
Local #1957
IFT/AFT/AFL-CIO

There is unclear and contradicting terminology in Section 18.4 – Incentive for Obtaining New Skill of the current Collective Bargaining Agreement between The Board of Trustees for Highland Community College (hereinafter “Board”) and the Highland Custodial and Maintenance Council (hereinafter “Council”). The parties have held discussions, through representatives of the Board and the Council to discuss clarification of the intent of this section. The Board and Council have reached agreement and enter into this Memorandum of Understanding to implement their agreement.

Therefore, the Board and Council hereby agree to the following clarifications to the Collective Bargaining Agreement in effect between the Board and Council:

1. Section 18.4 – Incentive for Obtaining New Skill: One Groundsperson and one Maintenance Mechanic shall each be paid a \$.60 per hour stipend during normal work hours on days when they spend the majority of their shift performing the duties of the Receiving/Shipping/Warehouse Clerk position due to either an absence of or vacancy in the Receiving/Shipping/Warehouse Clerk position. This stipend shall include days spent being trained or training other employees in the position of Receiving/Shipping/Warehouse Clerk and shall be retroactive to July 1, 2021.
2. Section 18.4 – Incentive for Obtaining New Skill: Assistant Groundsperson, Zac Cline, currently holds two of the four required classifications of the Illinois Pesticide Applicator’s licensure. Since he was hired under the previous Custodial/Maintenance contract which stated that his position would eligible for an increase in pay “upon obtaining a new skill” and the fact that he already had his current licensure at time of hire, he will not be eligible for an increase in pay at this time. He will, however, be eligible for an increase in pay under wording in the current contract “being certified/licensed” when he obtains the final two required classifications of his licensure.
3. This Memorandum of Understanding will remain in effect until the effective date of the next contract at which time the contract will supersede this agreement.
4. The remainder of the terms of the current Collective Bargaining Agreement shall remain in full force and effect.
5. The representatives for the Board and Council who are signatories to this Memorandum of Understanding each represent that they have obtained ratification of the terms of this extension from their respective Board and membership with the same authority and process as for ratification of a new collective bargaining agreement and they have full authority to enter into this agreement.

- 6. This Memorandum of Understanding for contract clarification of Section 18.4 shall not constitute and shall not be cited as past practice for any future negotiations for a successor collective bargaining agreement between the parties.

For the Board of Trustees

For the Council

By _____
Board Chair

By _____
Council President

Date _____

Date _____