

**HIGHLAND COMMUNITY COLLEGE**  
District #519

**AGENDA**

Board of Trustees Meeting

May 24, 2022 – 4:00 p.m.

Robert J. Rimington Board Room (H-228)

Highland Community College Student/Conference Center

2998 W Pearl City Rd, 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: April 26, 2022 Regular Meeting
- IV. Public Comments
- V. Introductions
- VI. Recognition of Illinois Community College Trustees Association Award Nominees
- VII. Budget Report
- VIII. Foundation Report
- IX. Consent Items
  - A. Academic (None)
  - B. Administration (None)
  - C. Personnel
    1. Part-time Instructors, Overload, and Other Assignments (Page 1)
  - D. Financial (None)
- X. Main Motions
  - A. Academic
    1. New Program: Honeywell CNC Machinist Certificate Program (Page 3)
  - B. Administration
    1. Second Reading – Policy Manual Chapter V: Finance and Facilities (Page 7)
  - C. Personnel
    1. Appointment: Director, Marketing and Community Relations (Page 86)
    2. Appointment: Student Advisor (Page 87)

**Mission**

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

**D. Financial**

1. Auditor for Fiscal Year 2022 (Page 88)
2. Approval of Continuation of Agreement with Chartwell Agency for Marketing and Website Maintenance Services (Page 101)
3. Payment of Bills and Agency Fund Report – April 2022 (Page 102)

**XI. Reports**

- A. Treasurer’s Report: Statements of Revenue, Expenditures, and Changes in Fund Balance (Page 104)
- 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*)

**XII. CLOSED SESSION**

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

**XIII. ACTION, IF NECESSARY**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body
  1. Extension of Appointment: Interim Vice President/Chief Academic Officer (CAO), Academic Services (Handout)
- B. Collective Negotiating Matters
  1. Memorandum of Understanding Between Highland Community College (Board of Trustees) and Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957, Extending the Terms and Conditions of the Collective Bargaining Agreement for the 2022 – 2023 Academic Year (Page 113)

**XIV. Old Business**

**XV. New Business**

**XVI. Dates of Importance**

- A. Next Quarterly Board Retreat – June 8, 2022, at 8:00 a.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center**
- B. ICCTA Northwest Region Meeting – June 8, 2022, at 4:30 p.m. – Ray and Betty Stamm Health Science Nursing Wing, rooms N-154 and N-158**
- C. Next Regular Board Meeting – June 28, 2022, at 4:00 p.m. in the Robert J. Rimington Board Room (H-228)**

**XVII. Adjournment**

**AGENDA ITEM #IX-C-1  
MAY 24, 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
<b>Miscellaneous</b>								
Justin	Ebert			Part-time Instruction Supervision				\$132.05
Brian	Dinderman	6352	AGOC224HB	Artificial Insemination		2.9	\$510.00	\$1,479.00
Kerrylyn	Rodriguez	6699	PERS037OCC	CBD Oil/Med Marijuana				\$60.00
Amy	Goldberg	7040	PERS036ACC	Learn to Play MahJongg				\$50.00
Roger	Hicks	6703	PERS036RCC	Intro to Oxy-Acet Welding				\$85.00
Mary	Leitzen-Stayner	6705	PERS036SCC	Healing Art of Zentangle				\$170.00
Kathy	Heid	6710	PERS036WCC	Walk and Stretch				\$540.00
Mark	Peterson	6700	PERS037PCC	WWII in Europe				\$123.75
Susie	Dvorak	6668	PERS037CCC	History of Stephenson County Fair				\$25.00
Mark	Peterson	6712	PERS037RCC	Civilian Conservation Corps				\$41.25
Cindy	Bielefeldt	6708	PERS036VCC	Resin Jewelry				\$75.00
Allen	Reed	6704	PERS037QCC	Blackhawk War				\$112.50
Dale	Anderson	6720	PERS036VCC	Metal Detecting Basics				\$50.00
Debbie	Miller	6692	PERS036NCC	Card Making				\$97.50
Debbie	Miller	6693	PERS036OCC	Card Making				\$97.50
Kathryn	Jones			Assistant Softball Coach				\$2,500.00
Alex	Jansen			Curriculum Development for ART 218				\$400.00
Pete	Norman	6469	PHYD222	Weight Training		1	\$660.22	\$330.11*
Renee	Schultz	6265	MUS214A	Applied Winds - Major				\$400.00
<b>*Pro rated based on enrollment</b>								
<b>Other Assignments</b>								
Lisa	Stich			Accompanist for Summerset auditions				\$ 120.00
Chad	Groshans			Airport arrival pickup for Florida softball trip				\$ 75.00
Gary	Brubaker			Musical arrangement of "I'll See You in my Dreams" for Big Band				\$ 150.00
Kathryn	Rotz			Business Institute Instructor				\$ 900.00
Meredith	Sevey			Business Institute instructor				\$ 70.00
John	Hartman			Piano tuning				\$ 65.00

**AGENDA ITEM #X-A-1  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**NEW PROGRAM  
HONEYWELL CNC MACHINIST CERTIFICATE PROGRAM**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the new Honeywell CNC Machinist Certificate program.

**BACKGROUND:** The purpose of this certificate is to provide students the opportunity to have the ability to be employed in set-up and programming positions within the Honeywell CNC Machining department with the required documented workplace hours. Completers of the program will have the opportunity to complete Honeywell’s internal workplace hours requirement and attain the “Machinist Level-2” status.

The creation of this certificate was requested by Honeywell for internal certification of employees within their established apprenticeship program. Honeywell foresees on average four participants annually. The participants will be mainly integrated into the College’s core CNC and CNC-related curriculum. The added enrollment will stabilize enrollment in existing courses and may require the College to add additional sections.

If approved by the Highland Board of Trustees, the program will be submitted to the Illinois Community College Board for approval.

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

## Form 21: Application for Reasonable and Moderate Extension

**Illinois Community College Board**  
**Application for Reasonable and Moderate Extension**  
Submit one hard copy

<b>College Name:</b>	<b>Highland Community College</b>	<b>5-Digit College #:</b>	<b>51901</b>
<b>Contact Person:</b>	<b>Aaron Sargent/Scott Anderson</b>	<b>Phone:</b>	<b>815-599-3506</b>
<b>Email:</b>	<a href="mailto:Aaron.sargent@highland.edu">Aaron.sargent@highland.edu</a> <a href="mailto:scott.anderson@highland.edu">scott.anderson@highland.edu</a>	<b>Fax:</b>	<b>815-599-3625</b>
<b>Proposed Reasonable and Moderate Extension Title:</b>	<b>Honeywell CNC Machinist Certificate</b>		
<b>Credit Hours:</b>	<b>33</b>		
<b>Existing /Parent Program Title:</b>	<b>CNC Machinist Certificate</b>		
<b>Parent Prefix</b>	<b>6050</b>	<b>Parent Number</b>	<b>644</b>

**Please Attach the Following Items:**

- Employment Objectives/Program Purpose:** Provide for both the parent and the proposed extension.
- Catalog Description:** Provide a description of the program as it will appear in the college's catalog.
- Curriculum:** Provide a copy of the term-by-term sequence of courses for both the parent and the proposed extension. If a program is over 60 credit hours (for AAS degrees) or over 30 credit hours (for CTE Certificates), provide a rationale as to why the program exceeds those credit hours. Include course information for each new course included in the proposed program.
- Educational Alignment:** Describe how the proposed extension illustrates a Program of Study. Provide the Career Cluster for the proposed Extension and the existing Parent program. See ICCB's Programs of Study website for more information.
- Approval/Accreditation:** Provide a description of accreditation requirements/procedures if this extension requires approval or review by other agencies or professional or regulatory entities.
- Labor Market Need:** Provide information including employment projections and completer data (as applicable from surrounding districts) supporting need for the proposed reasonable and moderate extension, or alternative labor market data as available.
- Information for the ICCB Master Files:** Completed Form 22 (in duplicate) for the proposed new curriculum. Course addition and/or modification requests should be submitted via ICCIS once the proposed extension receives approval.

<b>Verification</b>	
<b>Signed</b>	<b>Required- Chief Administrative Officer Signature</b>
	<b>Date</b>

<b>ICCB Use Only</b>	
<b>Reviewed By:</b>	<b>Date:</b>
<b>Approved By:</b>	<b>Date:</b>

**Please note: ICCB Use only Box must remain on front page of Application Form.**

**1. Employment Objectives/Program Purposes:**

**Parent program:** Graduates enter industry with a basic skill set that will enable them to go beyond operating CNC machine tools and basic CNC machinery. Students will have the ability to be employed in set-up and programming positions upon graduation. (See Attached)

**Proposed program:** Graduates will have the ability to be employed in set-up and programming positions within the Honeywell CNC Machining dept. with the required documented workplace hours. (See Attached)

**2. Proposed Catalog Description:**

Honeywell's CNC Machinist certificate graduates will have the ability to enter Honeywell's CNC Machining department. Graduates will have the ability to set-up, program, and operate various CNC machines. Completers of the program will have the opportunity to complete Honeywell's internal workplace hours requirement and attain "Machinist Level-2" status.

**3. Curriculum:** Attached on next pages

**4. Education Alignment:** For both the proposed extension and existing parent program, the Program of Study falls under the Manufacturing component of Skilled and Technical Sciences. This program is designed mainly for employees of Honeywell accepted into their *Machinist Apprenticeship Program*. However, high school students can begin the coursework of the program through Highland's alignment with CareerTEC secondary system.

**5. Approval/Accreditation:** N/A (Designed by Honeywell)

**6. Labor Market Need:**

No labor market study was conducted. The creation of this certificate was requested by Honeywell for internal certification of employees. Currently, Honeywell projects the need for 2-4 new apprentices annually for the foreseeable future.



## Honeywell CNC Machinist Certificate

### First Semester (Fall):

- DRAF110—Print Reading and Inspection 2 credits

### Second Semester (Spring):

- MTEC151—Intro to CNC Machining (formerly called Machine Processes) 3 credits

### Third Semester (Fall):

- MTEC270—CNC Mill 3 credits
- MTEC101—Intro to GD&T 1 credit

### Fourth Semester (Spring):

- MATH111 Technical Math 3 credits

### Fifth Semester (Fall):

- MTEC280—CNC Lathe 3 credits
- OCED290—Workplace Experience 2 credits

### Sixth Semester (Spring):

- DRAF106—Drafting Fundamentals (Inventor 3D CAD) 3 credits
- OCED290—Workplace Experience 2 credits

### Seventh Semester (Fall):

- MTEC285—Advanced CNC Machining (CAM) 3 credits
- BUSN141—Business Communications 3 credits

### Eighth Semester (Spring):

- MTEC164—Manufacturing Processes 3 credits
- OCED290—Workplace Experience 2 credits

**Total credits required: 33**

**AGENDA ITEM #X-B-1  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – POLICY MANUAL CHAPTER V  
FINANCE AND FACILITIES**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves for second reading the attached revised policies in Chapter V of the Policy Manual and affirms for second reading the unchanged policies in Chapter V of the Policy Manual.

**BACKGROUND:** The list of attached policies incorporates updates to position titles and language clarification. The policies are being reaffirmed or revised as part of the regular cycle of general updating and review of the Board Policy Manual. Reaffirmation of or revisions to policies in this chapter of the Policy Manual have been discussed and approved by the Policy Committee, which is made up of representatives from across the College. Revisions to the Chapter were formulated by the Policy Committee and by the individual(s) in charge of each functional area of the College. Language which is to be deleted from a policy has been lined through. Language which is to be added to a policy is underlined. Keep in mind that all policy titles in the manual are underlined. The following list includes each changed policy along with a description of the change:

<b><u>Policy #</u></b>	<b><u>Change</u></b>
5.03	Position title updated.
5.083	Position title updated.
5.11	Position title updated.
5.18	Language updated.
5.24	Position title updated and language updated.

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.

No additions or revisions have been made since Trustees approved the first reading at their April 26, 2022, regular meeting.

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

CHAPTER V  
FINANCE AND FACILITIES  
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5.05	Payments to Contractors
5.06	Purchases of Supplies and Services
5.07	Salespersons and Agents
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5.08	Gifts, Contributions, Bequests to Highland Community College
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5.083	Fraudulent Conduct
5.09	Travel, Meal, and Lodging Expenses
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5.18	Prohibition of Pets and Domestic Animals in Buildings
5.19	Phones, Media, and Sound-Related Electronic Devices
5.20	Solicitation by the College
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CHAPTER V

FINANCE AND FACILITIES

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5.30	Information Security
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5.50	Tax Abatement
5.51	Forms and Documents Requesting Social Security Numbers
5.60	Concealed Carry and Weapons
5.70	Record Keeping
5.80	Preparing and Updating Disclosures

**5.00 Financial Reports (Reaffirmed 6/25/19)**

The Board Treasurer shall present to the Board a monthly summary report of the revenues, expenditures, and encumbrances, by fund, with a comparison to budgeted amounts.

## **5.01 Investment of Current Operating Funds (Reaffirmed 6/25/19)**

### **A. Scope**

1. This investment policy applies to all funds of the District. These funds are accounted for in the District's annual financial report and includes all current funds and any other funds that may be created from time to time. All transactions involving the funds and related activity of any funds shall be administered in accordance with the provisions of this policy and the canons of the "prudent person rule". Investment of funds under this policy shall be in accordance with the requirements of 30 ILCS 235 (Public Funds Investment Act).

### **B. Objectives**

1. Safety of Principal - Investments shall be undertaken in a manner that seeks to ensure the preservation of principal. Insurance or collateral may be required to ensure the return of principal.
2. Liquidity - The investments of the District shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due.
3. Return on Investments - Non-liquid investments shall be made with the institution or institutions offering the highest rate for a specified length of time.
4. Maintaining the Public's Trust - The Treasurer shall seek to act responsibly as custodian of the public trust and shall avoid any transaction that might impair public confidence in the District, the Board or the District Treasurer.

### **C. Investment Management**

1. The District Treasurer is authorized to purchase and redeem investments, authorize wire transfers, authorize the release of pledged collateral, and to execute any documents required under this policy including, but not limited to: wire transfer agreements, depository agreements, safekeeping agreements, and custody agreements. The District Treasurer shall further establish a system of internal controls and written operational procedures designed to prevent losses of funds that might arise from fraud, employee error, misrepresentation by third parties, or impudent actions by employees of the District.

### **D. Qualified Depository Institutions**

1. It shall be the duty and responsibility of the District Treasurer to invest funds only with the following institutions:

- a. Banks and savings and loan associations located within District #519 that are insured by the Federal Deposit Insurance Corporation (FDIC).
- b. The Illinois Funds (formerly the Illinois Public Treasurer's Investment Pool).
- c. The Illinois School District Liquid Asset Fund.

**E. Allowable Investment Instruments**

1. While the District may invest in any type of security allowed by the Public Funds Investment Act of the State of Illinois, the Board of Trustees has chosen to limit allowable investment instruments to the following:
  - a. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued by, or which are guaranteed by the full faith and credit of the United States of America as to principal and interest.
  - b. Interest-bearing savings accounts, interest bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
  - c. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) of this subsection and to agreements to repurchase such obligations. Examples would include the Illinois Funds and the Illinois School District Liquid Asset Fund.
2. District investments with those entities identified at Section D.2 and D.3 above shall be permitted notwithstanding the limitations set forth in this Section, provided that those entities invest District funds solely as permitted under the Public Funds Investment Act.

**F. Allocation**

1. Since it is the policy of the Board to limit investments to only those listed in E.1, E.2, and E.3, up to 100% of investments may be placed in any one of the three listed investment instruments, however investments may not be made solely in one institution.

**G. Limits on Deposits**

1. The aggregate sum on deposit with any bank, whether a demand deposit or time deposit, shall not exceed 40 percent of such bank's capital and surplus.

## H. FDIC Insurance

1. The District will not invest funds in any financial institution that is not a member of the FDIC system. In addition, the District will not maintain funds in any institution not willing nor capable of posting required collateral for funds or purchasing required private insurance in excess of FDIC insurable limits.

## I. Collateralization

1. It is the policy of the District to require that time deposits in excess of FDIC insurable limits be secured by collateral or private insurance to protect public deposits in a single financial institution if it were to default. Collateralization must be in the College's name. Acceptable collateralization includes letters of credit issued by a Federal Home Loan bank, U.S. Treasury Securities, Federal National Mortgage Securities, or other securities issued by the United States Government. Such collateralization must be:
  - a. in writing.
  - b. approved by the board of directors of the depository institution or its loan committee with such approval reflected in the minutes of said board or committee.
  - c. an official record of the depository institution from the time of its execution.
  - d. be received by the College no later than 14 days after the investment is placed with the bank.
  - e. held for safekeeping by a third-party bank such as:
    1. a Federal Reserve Bank or its branch office.
    2. at another custodial facility in a trust or safekeeping department through book-entry at the Federal Reserve.
    3. by an escrow agent of the pledging institution.
    4. by the trust department of the issuing bank.



J. Performance

1. The Treasurer will strive to earn an average rate of return on certificates equal to or greater than the U.S. Treasury Bill rate for a given period of time.

K. Ethics and Conflict of Interest

1. Officers and employees involved in the investment process shall refrain from personal business that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Further, except as permitted under Section 3.2 of the Public Officer Prohibited Practices Act the Treasurer shall not have any interest in, or receive any compensation from, any investments in which the District is authorized to invest, or the sellers, sponsors or managers of those investments.

L. Indemnification

1. Investment officers and employees of the District acting in accordance with this Investment Policy and written operation procedures as have or may be established and exercising due diligence shall be relieved of personal liability for an individual investment's risk.

M. Reporting

1. The Treasurer shall submit to the Board of Trustees and President a quarterly investment report which shall include information regarding funds invested.

N. Review

1. The investment portfolio will be reviewed at least annually by the District Treasurer. The effectiveness in meeting the District's needs for safety, liquidity, rate of return, diversification, and general performance will be evaluated.

**5.02 Paying Bills (Reaffirmed 6/25/19)**

A Warrant Register shall be submitted monthly to the Board for its approval. The Register shall contain the payee, the budget account, the amount, and a brief description of each item in the Register. The approval for payment of the warrants by the Board, clearly stated in the minutes of the meeting, shall serve as full authority to the Treasurer to make the payments as thus approved.

### 5.03 Bids (Reaffirmed 6/25/19)

Where savings may be secured and competitive vendors exist, bids will be solicited in conformance with the laws of the State of Illinois governing purchases.

Requisitions in excess of \$25,000 by reason of item cost or quantity, will go through the College bidding process unless exceptions are provided by law.

All purchases made through joint purchasing with the State of Illinois will be considered equivalent to bidding as described above.

If, in the opinion of the President and the ~~Vice President of Administrative Services~~ Vice President/CFO, Administrative Services, the lowest bid does not meet the specifications or quality desired, the lowest bid may not be accepted. All bid results will be presented to the Board for approval.

**5.031 Use of Businesses Owned by Minorities, Females, and Persons with Disabilities (Reaffirmed 6/25/19)**

In accordance with 30/ILCS 575/1, Highland Community College will develop, implement, and maintain a plan for contracting with businesses owned by minorities, females, and persons with disabilities. Highland Community College will establish a liaison officer, establish annual aspirational goals, and to the greatest extent feasible within the bounds of financial and fiduciary prudence, develop, implement, and maintain procedures to support the utilization of businesses owned by minorities, females, and persons with disabilities.

***5.04 Contract and Bond—Method of Awarding Contracts (Reaffirmed 6/25/19)***

Contracts shall be awarded to the lowest most responsible bidders (standard quality and responsibility of bidder considered) upon the recommendation of the President.

When the bids of the lowest responsible bidders are equal (standard of quality and responsibility of bidders considered) and one such bidder is located in District #519, the bid shall be awarded to that bidder. If both bidders are located in District #519, then the successful bidder shall be determined by the toss of a coin or by the drawing of lots between them, and each shall be invited to be present at the time of the determination of the successful bidder in such manner.

### ***5.05 Payments to Contractors (Reaffirmed 6/25/19)***

All applications by contractors for payment of work performed must be approved by the appropriate signatory level according to policy prior to payment. Before final payments are made, the signatory shall obtain from the contractors all necessary statements, affidavits and waivers showing that the claims of all subcontractors have been satisfied and all supplies and materials used in the work have been paid for. Prior approval of an architect or engineering firm, when such is employed, is necessary for payment of bills. When a superintendent of construction is employed, the prior approval of the superintendent of construction is necessary for the payment of bills.

### ***5.06 Purchases of Supplies and Services (Revised 2/11/21)***

Purchases by faculty and staff for supplies and services in the amount of \$1,000 or less must have written approval from the respective originator and budget manager. Those requisitions between \$1,000 and \$3,000 also require the written approval of the appropriate Vice President or President. In addition, all requisitions in the amount of \$3,000 or more require the written approval of the President. Any other written agreements involved in the purchasing of supplies and services, such as service agreements, statements of work, and proposal acceptance documents require written approval as outlined above.

All required forms (see G:General\Accounting) are to be forwarded to the Manager of Accounting following completion. Required forms for purchases of supplies and services that do not include appropriate written approvals or supporting documents will be the responsibility of the individual and not the obligation of the College. Purchases that are not appropriate College expenses will be the responsibility of the individual and not the obligation of the College.

**5.07 Salespersons and Agents (Revised 6/25/19)**

Salespersons making unsolicited calls to the campus should be directed to the Manager, Accounting.

The Manager, Accounting will contact other interested personnel, such as deans or administrative supervisors, to determine if they wish to see or talk with a visiting salesperson. If possible, these personnel should be advised ahead of time when the salesperson is coming.



***5.071 Advertising and Soliciting—Outside Groups (Reaffirmed 6/25/19)***

Any advertising or soliciting on campus must be approved by the Director of Marketing and Community Relations or designee. Soliciting may only occur in designated locations and, once approved, coordinated through the appropriate department. The number of times any one organization may solicit on campus in a given semester may be limited by the Director of Marketing and Community Relations or designee.

**5.08 Gifts, Contributions, Bequests to Highland Community College (Reaffirmed 6/25/19)**

The Board of Trustees or the College President, acting on behalf of the College, may accept any gift, contribution, or bequest that is consistent with the goals, objectives, and strategic plan of the College. Gifts, contributions or bequests may be made through the Highland Community College Foundation depending on the wishes of the donor.

The College President will work closely with the Foundation in fund raising efforts to ensure that donor requests are adhered to and gifts, bequests, and contributions are used to the betterment of the College as designated.

Individual College departments which seek operational or special use donations must coordinate those requests through the College President.

### 5.081 Ethics (Revised 6/25/19)

#### A. Definitions and General Provisions

For purposes of this Policy, the following terms shall be given these definitions or, if different from time to time, then as defined by the State Officials and Employees Ethics Act (codified at 5 ILCS 430/1-1 and following):

1. "Board" means the Board of Trustees of the College.
2. "Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any Federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities
  - a. relating to the support or opposition of any executive, legislative, or administrative action,
  - b. relating to collective bargaining, or
  - c. that are otherwise in furtherance of the person's official duties.
3. "Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in the Election Code (10 ILCS 5/1-3, section 1-3).
4. "Collective bargaining" has the same meaning as contemplated by the Illinois Educational Labor Relations Act (115 ILCS 5/1 and following).
5. "Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Policy, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer or employee is on premises under the control of the College and any other time when the officer or employee is executing his or her official duties, regardless of location.
6. "Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

7. "Contribution" has the same meaning as that term is defined in the Election Code (10 ILCS 5/9-1.4), section 9-1.4.
8. "Employee" means a person employed by the College whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include a volunteer or an independent contractor.
9. "Employer" means the College.
10. "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.
11. "Leave of absence" means any period during which an employee does not receive
  - a. compensation for employment,
  - b. service credit towards pension benefits, and
  - c. health insurance benefits paid for by the employer.
12. "Officer" means a person who holds, by election or appointment, an office created by statute or law, regardless of whether the officer is compensated for service in his or her official capacity. The term "officer" includes all members of the Board of Trustees.
13. "Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities
  - a. relating to the support or opposition of any executive, legislative, or administrative action,
  - b. relating to collective bargaining, or
  - c. that are otherwise in furtherance of the person's official duties.
14. "Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under the Election Code (10 ILCS 5/9-3) section 9-3, as the case may be, but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

15. "Prohibited political activity" means:

- a. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- b. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- c. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- d. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- e. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- f. Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- g. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- h. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- i. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- j. Preparing or reviewing responses to candidate questionnaires.
- k. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- l. Campaigning for any elective office or for or against any referendum question.
- m. Managing or working on a campaign for elective office or for or against any referendum question.

- n. Serving as a delegate, alternate, or proxy to a political party convention.
- o. Participating in any recount or challenge to the outcome of any election.

16. "Prohibited source" means any person or entity who:

- a. is seeking official action (a) by an officer or (b) by an employee, or by the officer or another employee directing that employee;
- b. does business or seeks to do business (a) with the officer or (b) with an employee, or with the officer or another employee directing that employee;
- c. conducts activities regulated (a) by the officer or (b) by an employee, or by the officer or another employee directing that employee; or
- d. has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

17. This Policy shall be construed in a manner consistent with the provisions of the State Officials and Employees Ethics Act (codified at 5 ILCS 430/1-1 and following). This Policy is intended to impose the same but not greater restrictions than the Act.

#### B. Prohibited Political Activities

1. No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the College in connection with any prohibited political activity.
2. At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity
  - a. as part of that officer or employee's duties,
  - b. as a condition of employment, or
  - c. during any compensated time off (such as holidays, vacation or personal time off).
3. No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

4. Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Policy.
5. No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

C. Gift Ban

1. Except as permitted by this Article, no officer or employee, and no spouse or Civil Union partner or immediate family member living with any officer or employee (collectively referred to herein as “recipients”), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law. No prohibited source shall intentionally offer or make a gift that violates this Section.
2. The Gift Ban has the following exceptions:
  - a. Opportunities, benefits, and services that are available on the same conditions as for the general public.
  - b. Anything for which the officer or employee, or his or her spouse or Civil Union partner or immediate family member, pays the fair market value.
  - c. Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
  - d. Educational materials and missions.
  - e. Travel expenses for a meeting to discuss business.
  - f. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual’s spouse or Civil Union partner

and the individual's fiancé.

- g. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or Civil Union partner or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as:
  - 1. the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - 2. whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - 3. whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or Civil Union partners or immediate family members.
- h. Food or refreshments provided as a "contribution" under the definition of the term offered above, not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are
  - 1. consumed on the premises from which they were purchased or prepared or
  - 2. catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- i. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- j. Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.



- k. Bequests, inheritances, and other transfers at death.
- l. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100. Each of the exceptions listed in this Section is mutually exclusive and independent of every other.
- m. Any item or items provided by the College in support of the employee's, officer's or member's discharge of official duties.

- 3. Disposition of gifts: An officer or employee, his or her spouse or Civil Union partner or an immediate family member living with the officer or employee, does not violate this Policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under the Internal Revenue Code of 1986, Section 501 (C)(3), as now or hereafter amended, renumbered, or succeeded.

#### D. Ethics Advisor

- 1. The President, with the advice and consent of the Board of Trustees, may designate an Ethics Advisor for the College. If no other designation is made, the regularly retained attorney of the College will serve as the Ethics Advisor.
- 2. The Ethics Advisor shall provide guidance to the officers and employees of the College concerning the interpretation of and compliance with the provisions of this Policy and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board.

#### E. Ethics Commission

- 1. An Ethics Commission may be appointed by the Board to review opinions issued by the Ethics Advisor, to consider ethics complaints, and to undertake other responsibilities deemed appropriate. If appointed, the Ethics Commission shall consist of three (3) members. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage/legal union up to the degree of first cousin, to any member of the Board of Trustees. The Ethics Commission may be appointed to serve on an ongoing basis or on an ad hoc basis.
- 2. Where appointed to serve on an ongoing basis, at the first meeting of the Ethics Commission, the initial appointees shall draw lots to determine the initial terms. Two commissioners shall serve 2-year terms, and the third commissioner shall serve a one-year term. Thereafter, all commissioners shall be appointed to 2-year terms. Commissioners may be reappointed to serve subsequent terms. At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2 commissioners. A quorum shall consist of two commissioners, and official action

- by the commission shall require the affirmative vote of two members.
3. The Board may remove a commissioner in case of incompetence, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.
  4. The Commission shall have the following powers and duties:
    - a. To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.
    - b. Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions or reprimand. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Policy and not upon its own prerogative.
    - c. To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Policy.
    - d. To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the College to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with requests by the Commission shall constitute grounds for discipline or discharge.
    - e. The powers and duties of the Commission are limited to matters clearly within the purview of this Policy.
  5. Complaints alleging a violation of this Policy shall be filed with the Ethics Commission.
  6. The Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall also send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.
  7. Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a

violation of this Policy, to determine whether there is cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent required by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on cause to proceed within ten business days after such meeting. If the complaint is deemed sufficient to allege a violation of Article 10 of this Policy and there is a determination of cause, then the Commission's notice to the parties shall include a hearing date scheduled within four weeks thereafter.

8. On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.
9. Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either
  - a. dismiss the complaint or
  - b. issue a recommendation for discipline or reprimand to the alleged violator and to the Board of Trustees, the particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.
10. A complaint alleging the violation of this Policy must be filed within one year after the alleged violation.

**F. Board Action on Recommendation of Commission**

1. Upon receipt of a recommendation from the Ethics Commission, the Board may issue a reprimand to a board member or officer who intentionally violates any provision of this Policy.
2. Upon receipt of a recommendation from the Ethics Commission, the Board may initiate a disciplinary or discharge action against an employee who intentionally violates any provision of Section E of this Policy in accordance with the applicable procedures.

**G. Internal Ethics**

1. In support of the best interests of the College, and in support of the mission of the College, all employees shall adhere to reasonable ethical standards, including the following principles:
  - a. **Conduct.** Employees will demonstrate personal integrity and ethical behavior in word and action; act responsibly and accept accountability rather than placing

blame; act consistently with the College's Core Values of Integrity, Compassion, and Respect; act consistently with the principles of Servant-Leadership; and the College's Employee Characteristics and Service Standards. Employees will treat co-workers, students, and visitors with civility and decency in the workplace and use appropriate methods to resolve conflicts. Cooperation will be sought despite personal differences that may exist. Diversity and differences will be respected.

- b. **Decision-making.** When placed in a decision-making role, or in a decision-making position, employees in a decision-making role will become informed to the extent necessary to be an effective decision-maker; welcome and encourage input from other employees; take responsibility and follow established internal processes.
  - c. **Conflict of Interest.** Employees will not use their position to obtain personal or financial gain for themselves, for family or friends, or for other organizations or businesses with which they are affiliated. Employees will not make use of College property or services for personal financial gain, except as they would be reasonably available to other residents of the District. Employees will not use their positions to coerce, intimidate, or influence another regarding their personal use of funds, property, and/or time.
  - d. **Confidentiality.** Employees will maintain confidentiality of privileged and private information. Employees will not use their position to influence hiring decisions or other personnel decisions.
2. **Internal reports may be made to the Ethics Advisor online using the Incident Report form in the faculty/staff portal. Reports must be sufficiently supported by credible and specific facts to warrant the initiation of an informal or formal complaint resolution. Allegations filed anonymously will not be investigated. These reports are routed to the Affirmative Action Officer for assignment and are security protected so that access is limited to the investigating officers only. If the Affirmative Action Officer determines the report does not fall under policies mentioned above, the Affirmative Action Officer may re-direct the matter to the appropriate supervisor for resolution.**

### **5.082 Financial Aid Department Code of Conduct (Revised 6/25/19)**

Highland Community College Financial Aid Department employees are expected to maintain the highest standards of conduct in all aspects of the administration of their duties, specifically including all duties conducted in dealing with any entity involved in any way with financial assistance. This pertains regardless of whether said entities are involved in a government sponsored, subsidized or regulated activity.

Any Highland Community College employee who is either directly involved with financial assistance or indirectly involved with financial assistance should:

- Never take any action for his or her personal gain or benefit.
- Never take any action that he or she believes is or might be contrary to law, regulation or the best interests of the students and parents we serve.
- In every circumstance ensure that the information given to students and parents is accurate and unbiased and does not reflect any preference arising from actual or potential personal or institutional gain.
- In every instance, be objective in making decisions and advising the college regarding any institution involved in any aspect of student financial assistance.
- Never solicit or accept anything from an entity involved in the making, holding, consolidating or processing of any student loans, including anything of value, including reimbursement of expenses for serving on an advisory board or as part of a training activity of or sponsored by any such entity.
- Always disclose to the university any involvement with or interest in any entity involved in any aspect of financial aid.

#### **A. Statement of Ethical Principals**

1. Highland Community College adheres to the National Association of Student Financial Aid Administrators (NASFAA) Statement of Ethical Principles which is denoted below:
2. The Statement provides that financial aid professionals shall:
  - a. Advocate for students.
    1. Remain aware of issues affecting students and continually advocate for their interests at the institutional, state and federal levels.
    2. Support federal, state and institutional efforts to encourage students, as early as the elementary grades, to aspire to and plan for education beyond high school.

- b. **Manifest the highest level of integrity.**
  - 1. **Commit to the highest level of ethical behavior and refrain from conflict of interest or the perception thereof.**
  - 2. **Deal with others honestly and fairly, abiding by our commitments and always acting in a manner that merits the trust and confidence others have placed in us.**
  - 3. **Protect the privacy of individual student financial records.**
  - 4. **Promote the free expression of ideas and opinions, and foster respect for diverse viewpoints within the profession.**
- c. **Support student access and success.**
  - 1. **Commit to removing financial barriers for those who want to pursue postsecondary learning and support each student admitted to our institution.**
  - 2. **Without charge, assist students in applying for financial aid funds.**
  - 3. **Provide services and apply principles that do not discriminate on the basis of race, gender, ethnicity, sexual orientation, religion, disability, age, or economic status.**
  - 4. **Understand the need for financial education and commit to educate students and families on how to responsibly manage expenses and debt.**
- d. **Comply with federal and state laws.**
  - 1. **Adhere to all applicable laws and regulations governing federal, state, and institutional financial aid programs.**
  - 2. **Actively participate in ongoing professional development and continuing education programs to ensure ample understanding of statutes, regulations, and best practices governing the financial aid programs.**
  - 3. **Encourage colleagues to participate in the financial aid professional associations available to them at the state, regional, or national level and offer assistance to other aid professionals as needed.**
- e. **Strive for transparency and clarity.**
  - 1. **Provide our students and parents with the information they need to make good decisions about attending and paying for college.**

2. Educate students and families through quality information that is consumer-tested when possible. This includes (but is not limited to) transparency and full disclosure on award notices.
  3. Ensure equity by applying all need-analysis formulas consistently across the institution's full population of student financial aid applicants.
  4. Inform institutions, students, and parents of any changes in financial aid programs that could affect their student aid eligibility.
  5. Strive to ensure that cost of attendance components are developed using resources that represent realistic expenses.
- f. Protect the privacy of financial aid applicants.
1. Ensure that student and parent private information provided to the financial aid offices by financial aid applicants is protected in accordance with all state and federal statutes and regulations, including FERPA and the Higher Education Act, Section 483(a)(3)(E) (20 U.S.C. 1090).
  2. Protect the information on the FAFSA from inappropriate use by ensuring that this information is only used for the application, award, and administration of aid awarded under Title IV of the Higher Education Act, state aid, or aid awarded by eligible institutions.

## B. Student Loan Code of Conduct

### 1. Prohibition against remuneration to Highland Community College

- a. HCC will not solicit, accept or agree to accept anything of value from any Lending Institution, Guarantee Agency or Servicer in exchange for any advantage or consideration provided by the Lending Institution related to its student loan activity. This prohibition covers, but is not limited to:
  - Revenue Sharing Agreements
  - Any computer hardware for which HCC pays below market prices
  - Any computer software used to manage loans unless the software can manage disbursements from all lenders
  - Any printing costs, postage or services
- b. This does not prevent HCC from soliciting, accepting or agreeing to favorable terms and conditions where the benefit is made directly to student borrowers.

2. Prohibition against remuneration to Highland Community College employees

- a. HCC will require and enforce that no trustee or employee of the college will accept anything more than a nominal value on his or her own behalf or on behalf of another during any 12-month period from, or on behalf of any Lending Institution, Guarantee Agency or Servicer.
- b. This prohibition will include, but not be limited to a ban on any payment or reimbursement from any Lending Institution, Guarantee Agency or Servicer to college employees for lodging, meals or travel to conferences or training seminars.
- c. This does not preclude any trustee or employee of the college from receiving compensation for conducting non-university business with a Lending Institution, Guarantee Agency or Servicer or from accepting compensation that is offered to the general public.
- d. This prohibition does not prevent the college from holding membership in any non-profit professional associations.

3. Ban on gifts

- a. No HCC employee or agent involved in the affairs of the College's financial aid office or who otherwise has responsibility with respect to education loans for students shall solicit or accept any gift from a lender, guarantor, or servicer of education loans.
- b. "Gifts" are defined as but not limited to:
  1. Any type of gratuity, favor, discount, entertainment, hospitality, loan, or other item having more than a token monetary value. The term includes a gift of services, transportation, lodging, or meals, whether provided in kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
  2. The following items would not be considered to be "gifts":
    - i. Standard material, activities, or programs on issues related to a loan, default aversion, default prevention, or financial literacy, such as a brochure, a workshop, or training.
    - ii. Food, refreshments, training, or informational material furnished to any officer, trustee, director or college employee, as an integral part of a training session that is designed to improve the service of a lender, guarantor, or servicer of education loans to the institution, if such training contributes to the professional development of the officer,



trustee, director or employee.

- iii. Favorable terms, conditions, and borrower benefits on an education loan provided to a student employed by the institution if such terms, conditions, or benefits are comparable to those provided to all students of the institution.
- iv. Entrance and exit counseling services provided to borrowers to meet the institution's responsibilities for entrance and exit counseling as required... "as long as":
  - the institution's staff are in control of the counseling (and)
  - such counseling does not promote the products or services of any specific lender.
- v. Philanthropic contributions that are unrelated to education loans or any contribution not made in exchange for any advantage related to education loans.
- vi. State education grants, scholarships, or financial aid funds administered by or on behalf of a State.

#### 4. Ban on gifts to family members

- a. Gifts to family members of any college officer, college employee, or any college agent involved in student loans or to any other individual based on that individual's relationship with a college officer, employee or agent will be considered a gift to the officer, employee, or agent if:
  - 1. the gift is given with the knowledge and acquiescence of the officer, employee, or agent (and)
  - 2. the officer, employee, or agent has reason to believe the gift was given because of the official position of said officer, employee, or agent.

#### 5. Limits of college employees participating on lender advisory boards

- a. Any employee who is employed in the financial aid office of the College, or who otherwise has responsibilities with respect to education loans or other student financial aid through the College, and who serves on an advisory board, commission or group established by a lender, guarantor, or group of lenders or guarantors involved with student loans at the College is prohibited from receiving anything of value from the lender, guarantor, or group of lenders or guarantors, except that the employee may be reimbursed for reasonable expenses incurred in serving on such advisory board, commission, or group.

**6. Contracting arrangements prohibited**

- a. Any employee is prohibited from accepting any payments of any kind from a lender in exchange for any type of consulting services related to educational loans.
  - 1. This does not prevent anyone else in the institution that has nothing to do with student loans from entering into these agreements.
  - 2. This does not prevent anybody from serving on a Board of Directors or trustee of an institution if the individual recuses him or herself from any decision regarding educational loans.

**7. Revenue sharing agreements prohibited**

- a. HCC will not enter any revenue sharing agreement where:
  - 1. a lender provides or issues a loan that is made, insured, or guaranteed under this title to students attending the institution or to the families of such students; and
  - 2. the institution recommends the lender and in exchange the lender pays a fee or provides other material benefits

**8. Prohibition on offers of funds for private loans**

- a. HCC will not request or accept any agreement or offer of funds for student education loans in exchange for concessions or promises of:
  - 1. a specified number of loans made, insured or guaranteed
  - 2. a specified loan volume
  - 3. a preferred lender arrangement

**9. Ban on staffing assistance**

- a. HCC will not request or accept from any student loan lender any assistance with call center staffing or financial aid office staffing.
- b. This does not include:
  - 1. Professional development training for financial aid administrators.
  - 2. Educational counseling materials, financial literacy materials, or debt management materials to borrowers, provided that such materials disclose to

borrowers the identification of any lender that assisted in preparing or providing such materials.

3. Staffing services on a short-term, nonrecurring basis to assist the institution with financial aid-related functions during emergencies, including State-declared or federally declared natural disasters.

10. Interaction with borrowers

- a. HCC participates in the William D. Ford Federal Direct Loan Program and all student and parent borrowers are packaged under that program.

C. Private loans/preferred lender lists

1. Regarding Private/Alternative loans Highland Community College:

- a. Does not require the use of particular lenders or in any way limit the choice of lenders.
- b. Does not recommend external lenders to students or their parents, and does not maintain a preferred lender list.
- c. Does not assign for any borrower, through award packaging or other methods, a loan to a particular lender, and does not refuse to certify or delay certification of any private loan based on the borrower's selection of a particular lender or guaranty agency.

### ***5.083 Fraudulent Conduct (Reaffirmed 6/25/19)***

Highland Community College is committed to maintaining the highest standards of conduct and ethics. Toward that end, the College will investigate possible fraudulent use of College resources or property by Board members, administrators, staff, faculty or volunteers. The College will take appropriate action against anyone found to have engaged in fraudulent conduct, including disciplinary action by the College, and/or civil and criminal prosecution when warranted.

For purposes of this policy, fraud may include but is not limited to:

- Crimes or violations of the law or governmental regulations,
- Financial irregularity,
- Improper use of College funds, property or assets,
- Corruption, malfeasance, bribery, theft, coercion or blackmail, and
- Other unethical conduct.

Fraud is considered the willful or deliberate act or failure to act with the intention to deceive or obtain an unauthorized benefit.

There are situations in which Board members, administrators, staff, faculty, or volunteers may use College resources or property that are not generally considered fraudulent, such as transporting and using College equipment for College purposes. Examples include but are not limited to: use of a College laptop to complete College work off campus and/or transport and/or use of instructional, audio-visual, sports, or other equipment and supplies off campus for College purposes.

All members of the College community are encouraged to report possible fraudulent conduct pursuant to the procedures set forth herein. Members of the College community should refrain from independently investigating concerns, referring all such concerns to the appropriate review team. A review team comprising the [Vice President of Administrative Services](#), [Vice President/CFO, Administrative Services](#), Director of Human Resources, and an Academic Dean/Associate Dean will conduct and oversee investigations of alleged fraud. If the possible fraudulent conduct involves an individual(s) on the review team, the President will be notified and will designate a replacement.

The College recommends that reports of suspected improper activity be made via the Incident Reporting Form, available at [www.highland.edu](http://www.highland.edu). Such reports may also be made directly to the College [Vice President of Administrative Services](#), [Vice President/CFO, Administrative Services](#). If concerns involve the [Vice President of Administrative Services](#), [Vice President/CFO, Administrative Services](#), the Director of Human Resources may be notified.

#### **A. Anonymous Submissions**

1. The College encourages those submitting concerns to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Because investigators are unable to

interview anonymous individuals, it may be more difficult to evaluate the credibility of the allegations and, therefore, less likely to cause an investigation to be initiated.

**B. Confidentiality**

1. Complaints of possible fraudulent conduct will be handled with discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that such complaints will only be shared with those who have a need to know so that the College can conduct an effective investigation, determine what action to take based on the results of any such investigation and, in appropriate cases, with law enforcement personnel. (Should disciplinary or legal action be taken against a person or persons as a result of such a complaint, such persons may also have the right to know the identity of the individual reporting concerns.)

**C. Protection**

1. Neither the Board nor individual employees of the College may retaliate against an individual reporting concerns for informing management about an activity which that person believes to be fraudulent. In addition, neither the Board nor individual employees of the College may retaliate against an individual who in good faith cooperates with an investigation. Retaliation is the intent or effect of adversely affecting the terms or conditions of the individual's employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages. Individuals reporting concerns who believe that they have been retaliated against may file a written complaint with the President or the Chair of the Board of Trustees. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

**D. Malicious Allegations**

1. Malicious allegations, frivolous claims, individuals who fail to cooperate in good faith (which includes but is not limited to withholding information or providing false information) with an investigation by the review team, and attempts to treat a personal grievance or dispute as an allegation of wrongdoing may result in disciplinary action, up to and including termination.
2. Individuals who believe that they have been a victim of or are being wrongly accused of making malicious allegations, frivolous claims, failing to cooperate with an investigation (which includes but is not limited to withholding information or providing false information) by the review team, and/or attempts to treat a personal grievance or dispute as an allegation of wrongdoing may file a written complaint with the President or the Chair of the Board of Trustees. Any such complaint will be

**promptly investigated and appropriate corrective measures taken if allegations are substantiated.**

### **5.09 Travel, Meal, and Lodging Expenses (Revised 6/25/19)**

Travel, meal, and lodging expenses incurred by College employees and members of the Board of Trustees traveling on official college business will be made in accordance with state law. Official college business includes travel and meetings that are necessary, reasonable, and appropriate expenses incurred for the primary benefit of college business. Expenses for entertainment, which include but are not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event, will not be allowed.

#### **A. Employee travel, meal, and lodging:**

1. Travel, meal, and lodging expenses incurred by College employees must be documented on the College's standardized form with original detailed receipts attached. Detailed receipts should show the amount, date, place, and type of expenditure and should be sufficiently detailed to show the different elements of the expenditure. Forms that do not include original detailed receipts may not be approved.
2. Expenses that do not exceed maximum allowable amounts, below, must be reviewed and approved by an employee authorized to approve such expenses, in accordance with policy 5.06. Expenses that do exceed maximum allowable amounts must be approved by roll call vote at an open meeting of the Board of Trustees.

#### **B. Elected Board member travel, meal, and lodging:**

1. Travel, meal, and lodging expenses incurred by elected College Board members, including the Student Trustee, must be documented on the College's standardized form with original detailed receipts attached. Detailed receipts should show the amount, date, place, and type of expenditure and should be sufficiently detailed to show the different elements of the expenditure. Forms that do not include original detailed receipts may not be approved. All travel, meal, and lodging expenses incurred by elected College Board members, including the Student Trustee, must be approved by roll call vote at an open meeting of the Board of Trustees.

#### **C. Expenses:**

1. Approved expenses may include transportation costs, registration fees, meals, lodging, baggage fee (one personal bag per traveler on College business), and incidental expenses, which include parking fees, tolls, taxi fares, tips and similar expenses. Specific criteria for the categories of transportation, lodging, and meals must be met, as outlined in the following paragraphs.

**D. Transportation:**

1. All travel shall be by the most economical mode of transportation available considering travel time, costs and work requirements. All travel shall be done by the most direct route. Expenses due to deviations for convenience will not be approved for payment by the College. Arrangements for transportation shall be the least costly reasonable available alternative.
2. A college vehicle may be used if available. The college's driver safety program must be completed prior to use of a college vehicle. Personal vehicles may be used for approved travel and will be reimbursed at the rate currently established by the State of Illinois. (For detailed information, see [myHCC-the Staff portal](#).) If less than the cost of mileage reimbursement, the purchase of gasoline for a personal vehicle for the purpose of the approved travel may be approved if an original detailed receipt supporting the expenditure accompanies the request.

**E. Lodging:**

1. Approved expenses for lodging include each day for which lodging is required for business purposes at the standard room rate not to exceed \$300 per night (see exception). An exception to the maximum rates is that the standard room rate in a hotel where a meeting, convention, or conference is being held may be approved. Expenses incurred due to room upgrades, use of amenities, or nights stayed in addition to those in which business purposes exist will not be approved for payment by the College.

**F. Meals:**

1. Approved expenses for meals (which includes breakfast, lunch, and dinner) will be for the actual cost of the meal (not a per diem rate) provided that itemized approval requests accompany by the original detailed receipts are submitted. The cost of alcoholic beverages will not be approved. The total daily amount approved will not exceed the maximum total daily amount of Meals and Incidental Expenses rates published by the U.S. General Services Administration (see exception). Rates can be verified at <https://www.gsa.gov/portal/category/26429> (Meals & IE tab). Exceptions to the maximum amount include: the total amount of meals in a hotel where a meeting, convention, or conference is being held may be approved and meals included as part of the conference package may be approved. Meals under these exclusions are not included in the total maximum daily rate.

**G. Reimbursement:**

1. Itemized reimbursement requests for all travel expenses must be accompanied by original detailed receipts. Reimbursement requests relating to programs funded by Federal and State project grants must be allowable under grant rules and must be accompanied by original detailed receipts for all items.



2. All settlement of travel advances must take place within 10 working days of the completion of the trip.

**5.10 Variable Tuition (Reaffirmed 6/25/19)**

The College is authorized to charge variable tuition in accordance with the Illinois Public Community College Act.

When a student enrolls in a course approved for State funding in a manner which precludes ICCB financial support (i.e., for repeat after successful completion), a surcharge equaling the amount normally contributed by the State will be added to the regular tuition and fees.

Enrollments for which the State of Illinois does not provide financial support includes, but is not limited to, enrollment in a course(s) for which a successful grade has been earned previously. (ICCB has approved selected courses as eligible to be repeated, and financially supported, a specified number of times.)

### ***5.11 Waiving of Tuition (Revised 6/25/19)***

The College Board authorizes the President to waive the tuition and/or fees for selected courses which enable the College to better fulfill its mission in relation to promoting student success and retention; accelerated entry into college or the workforce; public service and community leadership; cultural enrichment; and general wellness. The request to waive the tuition and/or fees for specific course offerings would come from the Vice President/CAO of Academic Services/CAO and would be reviewed by the Board on an annual basis at the December Board retreat (when tuition for the upcoming fall semester is initially discussed). Some examples of courses that may qualify for this waiver are: First Year Experience, Articulated to Dual Credit Offerings, Servant Leadership, HCC Chorale, Community Band and Orchestra.

**5.12 Refunding of Fees (Reaffirmed 6/25/19)**

Tuition and fees, excluding the payment plan fee, if applicable, shall be refunded only for those courses dropped during the no record drop period.

### ***5.13 Use of Facilities (Reaffirmed 6/25/19)***

The College campus facilities are primarily for, but not limited to, the use of the College students and College sponsored organizations. The College may grant temporary use of facilities under the College's regulations for activities of an educational, cultural, civic, social, recreational, governmental, and general political nature, which are to be sponsored by responsible persons, organizations, agencies or institutions.

The Administration is responsible for the formulation of charges and procedures for use of College facilities. Any person or group using facilities of the College is subject to local, State and Federal laws, and the policies and procedures of the College.

If the College holds an event at the College on November 11, Veteran's Day, a moment of silence must be observed at the event to recognize Veteran's Day.

The buildings of the College will be available for use for emergency purposes upon the request of the Illinois Emergency Management Agency or other State-accredited emergency management agencies with jurisdiction. The College will cooperate with the Illinois Emergency Management Agency, local emergency management agencies, State-certified, local public health departments, the American Red Cross, and federal agencies concerned with emergency preparedness and response.

### ***5.131 Smoking and Tobacco (Revised 6/25/19)***

Smoking is prohibited in or on Highland Community College owned, operated or leased property which includes grounds, facilities and College owned vehicles in accordance with the Illinois Smoke-Free Campus Act. This includes the burning of any type of cigar, cigarette, pipe, or other smoking equipment. Research, educational, ceremonial, and/or artistic purposes that involve smoking, the use of tobacco products or e-cigarettes may be requested in writing for approval by the President or his/her designee.

In addition, use of tobacco products is prohibited in or on Highland Community College owned, operated or leased property which includes grounds, facilities and College owned vehicles. This includes smokeless/chewing tobacco.

Use of e-cigarettes or vapor cigarettes is subject to the same restrictions as smoking.

Use of FDA approved smoking cessation products is permitted in or on Highland Community College owned, operated or leased property. Smoking and tobacco use inside private vehicles is permitted.

Fines for students, visitors, and employees are included in the Code of Conduct. Disciplinary actions and an appeal process for students and visitors are included in the Code of Conduct. Disciplinary actions and appeal processes for employees will follow the appropriate union contracts and College policies.

***5.132 Food and Beverages (Reaffirmed 6/25/19)***

**Food and beverages should be consumed only in designated areas.**

***5.133 Use of Skate Equipment and Recreational Vehicles (Reaffirmed 6/25/19)***

Use of skate equipment such as, but not limited to, skateboards, roller blades, and/or ice skates on campus is prohibited. Use of personal recreational vehicles such as, but not limited to snowmobiles, dirt bikes, and/or all-terrain vehicles on College property is also prohibited, with the exception of motorcycle training programs, and other College approved activities.



**5.14 Inventory (Revised 6/25/19)**

A periodic inventory will be taken of Highland Community College property with a purchase price over \$2,500. A system of inventory control that is compliance with state and federal regulations shall be established and maintained by the Accounting Department.

### 5.15 Trespassing (Revised 6/25/19)

In order to maintain the security of the College community and its property, unoccupied or unused College facilities will be locked. The campus will be closed from 11:00 p.m. to 5:00 a.m. 7 days per week. Any employee or student organization accessing campus during off hours (including weekends and holidays) must contact security at 599-3451.

College organizations must complete a facility request for utilizing campus facilities.

If an authorized College official declares that any or all facilities of Highland Community College are closed, any unauthorized person on the premises will be considered a trespasser. There may be emergency situations where certain employee positions are required to stay or come onto campus when the facilities are closed. The President, Vice Presidents, and the Director, Facilities and Safety will make this determination as well as have the authority to issue an order to an individual(s) and/or group(s) that they will be considered as trespassers.

**5.151 Demonstration (Reaffirmed 6/25/19)**

- A. Highland Community College respects the rights of an individual to self-expression and to demonstrate peacefully on either side of issues.
- B. To prevent interference with the educational activities of the College, assembly, dissent and demonstrations (the Activities) on the Highland Community College campus must:
  - 1. register with the Office of the President. By registering the College does not intend to infringe on any individual or group's right to assembly, but rather to ensure that appropriate levels of crowd management are available.
  - 2. not interfere with the right of students, faculty, staff or administration to pursue their educational roles;
  - 3. not block roads, sidewalks, doorways or in any manner interfere with the free movement of people on campus;
  - 4. not be disruptive to the educational process by reason of excessive noise, threats, intimidation of non-participants or violence;
  - 5. not detain anyone who wishes to pass in order to coerce them to join the Activity, to listen or for any other purpose;
  - 6. not damage or deface College buildings or grounds. Littering and posting of signs on campus in other than approved locations and in an approved manner shall be deemed damage (see Policy 5.071);
  - 7. not violate any federal, state, or county law or ordinance during the conduct of the Activity;
- C. Persons found to be in violation of this policy will be subject to applicable College, civil, and/or criminal sanctions. In addition, student violators shall be subject to disciplinary action in accordance with the Highland Community College Student Code of Conduct.

**5.16 Keys Requisition and Turn In (Revised 6/25/19)**

Keys will be requisitioned from the Facilities and Safety Department on approval of the appropriate supervisor. Duplication of keys by unauthorized sources is forbidden.

All keys will be turned in to the office of the Director, Facilities and Safety or the Director of Human Resources at the time of termination of employment. For other situations, retention of keys will be determined by the appropriate supervisor. Lending of keys is generally prohibited.

### **5.17 Traffic Control (Reaffirmed 6/25/19)**

The responsibility for parking facilities and traffic control is assigned to the Director, Facilities and Safety. All persons operating motor vehicles on Highland Community College property are subject to Highland Community College traffic regulations and the standard traffic regulations and definitions as enacted into motor vehicle laws of the State of Illinois and Stephenson County.

***5.171 Special Use and Disabled Parking Permits (Reaffirmed 6/25/19)***

The College recognizes the need to provide parking for the disabled.

Individuals are responsible for obtaining the proper registration for their vehicle with the State of Illinois for parking in designated disabled spots.

**5.18 *Prohibition of Pets and Domestic Animals* ~~in Buildings on Campus~~ (Revised 6/25/19)**

~~Bringing or enticing animals or pets into College buildings without authorization is prohibited. Animals or pets (except for service animals) are not allowed on campus or in campus buildings without the approval of the President or designee.~~

***5.19 Phones, Media, and Sound-Related Electronic Devices (Reaffirmed 6/25/19)***

The use of phones, media, and sound-related devices is allowable in the Highland Community College facilities only when used in a manner and an acceptable volume level that does not interfere with classes, employee's office work and any other business of the College.



**5.20 Solicitation by the College (Reaffirmed 6/25/19)**

The College President or the President's designee will coordinate solicitation of funds, services, and/or materials from district and non-district individuals and organizations. College staff members and students will follow the solicitation procedures developed.

**5.21 Energy (Revised 6/25/19)**

- A. Highland Community College aggressively pursues energy efficiency in the operation of its facilities.**
- B. Administration will consider energy impact when making decisions.**
- C. Faculty and staff shall practice energy conservation.**
- D. Building temperatures shall be sustained at a comfortable level (68-74 degrees).**
- E. Future building design or remodeling will utilize energy efficient designs and materials wherever economically justified and practical.**

***5.211 Waste Reduction Procurement (Reaffirmed 6/25/19)***

Highland Community College will procure recycled-content products that are reasonably cost effective, whenever applicable, per the guidelines of the College's Waste Reduction Plan.

**5.22 Computer Software (Reaffirmed 6/25/19)**

Highland Community College employees that are provided with a personal computer by the College will not install software on that computer unless the College possesses a license for that software. Under no circumstances can a user install any software to the network server without prior authorization of the Director, ITS.

### **5.23 Technology Use (Reaffirmed 6/25/19)**

The College will provide relevant access to and use of its technology resources, including computers, communication devices, software, and information technology, in form and function suitable and appropriate for the College environment. All technology resources provided by the College are to be used in accordance with the College's Acceptable Use Guidelines. All utilization of technology resources shall be in compliance with all applicable law and regulations, and shall be in compliance with College policy, College guidelines and College procedures. The College shall take reasonable measures to protect technological resources, and to assure the technology resources are used only for their intended purposes. The College retains control and supervision of all technology resources and reserves the right to monitor the use of technology resource activity by any user. No user shall have an expectation of privacy in his or her use of technology resources, including email messages and stored files.

The College shall develop and implement Acceptable Use Guidelines and procedures to ensure responsible use of the technology resources, to assure the security, reliability, integrity and availability of information, and to protect technology resources against accidental or unauthorized disclosure, and against unauthorized modification or destruction. Such guidelines and procedures shall be consistent with the academic freedom rights and responsibilities of faculty members, and shall make appropriate provisions for the protection of authorized proprietary research work product produced by faculty members. The Administration and Policy Review Committee shall review the Acceptable Use Guidelines and procedures annually and shall promptly inform the Board of Trustees and the users of the technology in the event of any significant changes to the guidelines not mandated by State or Federal law.

Student and visitor use of computer-based technology is outlined in the Student Code of Conduct. Faculty and staff use of computer-based technology is outlined by applicable Board Policy and/or contractual language.

### **5.24 Cardholder Information Security (Adopted 11/24/20)**

The College handles sensitive cardholder information regularly. Sensitive Information must have adequate safeguards in place to protect cardholder data, cardholder privacy, and to ensure compliance with various regulations. The following Payment Card Industry Compliance (PCI) factors will be in place:

- A. PCI Self-Assessment Questionnaire number 3.3: The PAN (Personal Account Number) is masked when displayed and the last four digits are the maximum number of digits to be displayed.
- B. PCI Self-Assessment Questionnaire number 4.2: All PAN's (Personal Account Numbers [credit card numbers]) are not to be sent via end-user messaging technologies, such as texting, instant messengers, email, etc.
- C. PCI Self-Assessment Questionnaire number 9.9 (a): The College must maintain a list of devices that are capable of capturing payment card data via direct physical interaction with the card.
- D. PCI Self-Assessment Questionnaire number 9.9 (b): College employees authorized to operate equipment related to capturing payment card data via direct physical interaction with the card must perform realtime inspections of the equipment to look for any tampering (such as card skimmers) or substitution. Examples of signs that a device might have been tampered with or substituted include unexpected attachments or cables plugged into the device, missing or changed security labels, broken or differently colored casing, or changes to the serial number or other external markings. Report any suspicious tampering or substitution to the Vice President, Administrative Services immediately.
- E. PCI Self-Assessment Questionnaire number 9.9 (c): The College must train employees during PCI security training to look for suspicious behavior, device tampering, and substitution. No College employee may purchase any device or service relating to the processing of credit card information without approval from the Vice President, Administrative Services.
- F. PCI Self-Assessment Questionnaire number 12.3.1: Explicit approval by authorized parties to use the technologies: Staff who are responsible for handling credit card transactions as a part of their job duties need to be authorized in writing (or email) to operate a credit card swipe terminal or to have an account set up for use in an online payment system.
- G. PCI Self-Assessment Questionnaire number 12.3.2: Authentication to systems is required by staff to access critical technologies.

- H. PCI Self-Assessment Questionnaire number 12.3.3: The College maintains a list of all such devices and personnel with access, considered to need access to critical technologies.
- I. PCI Self-Assessment Questionnaire number 12.3.5: Acceptable locations for use of the technologies: Highland Community College currently approves acceptable locations for use of the credit card swipe terminals to be limited to the Cashier's Office, the Bookstore, the Cosmetology salon, the Cafeteria, and the Fine Arts Box Offices. Use of TouchNet and associated applications for online credit card processing shall be used in the cashier's office, accounting staff offices, and IT offices. Use of [SeatAdvisor-VBO Tickets](#) is limited to the Box Offices. Use of [Vanity-Worldpay Omniflex](#) and Paymetric is limited to the Bookstore.
- J. PCI Self- Assessment Questionnaire number 12.3.6: Acceptable locations for use of the technologies: Highland Community College currently approves acceptable locations for use of the credit card swipe terminals to be limited to the Cashier's Office, the Bookstore, the Cosmetology salon, the Cafeteria, and the Fine Arts Box Offices. Use of TouchNet and associated applications for online credit card processing shall be used in the cashier's office, accounting staff offices, and IT offices. Use of [SeatAdvisor-VBO Tickets](#) is limited to the Box Offices. Use of [Vanity-Worldpay Omniflex](#) and Paymetric is limited to the Bookstore. The network locations of these technologies are maintained.
- K. PCI Self-Assessment Questionnaire number 12.3.8: The College maintains an automatic disconnect timeout for remote access technologies after a period of inactivity lasting 15 minutes.
- L. PCI Self-Assessment Questionnaire number 12.3.9: Activation of remote-access technologies for vendors and business partners only when needed by vendors and business partners, with immediate deactivation after use.
- M. PCI Self-Assessment Questionnaire number 12.5.3: The ~~Vice President of Administrative Services~~ [Vice President/CFO, Administrative Services](#) is responsible for establishing, documenting, and distributing security incidents, response, and escalation procedures to ensure timely and effective handling of all situations.
- N. PCI Self-Assessment Questionnaire number 12.8.3: The College performs due diligence in evaluating the reputation of a vendor to ensure they have a good and clean record and reputation with PCI security.
- O. PCI Self-Assessment Questionnaire number 12.8.4: The College performs an annual inspection on all service providers to validate their PCI compliance using the PCI council's lookup tool. These checks are performed at least annually.

### ***5.25 Web Page Accessibility (Reaffirmed 6/25/19)***

Official Highland Community College Web pages and the information contained within will be made accessible to the widest range of users, including those with the more common sensory, motor and cognitive disabilities. The College is committed to increased accessibility and usability of Highland Web pages including, but not restricted to, those within the highland.edu domain, those paid for with College funds, and/or those residing on College servers, to meet or exceed applicable state and federal laws including, but not limited to, the requirements of Section 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and the most recent Web Content Accessibility Guidelines (WCAG).



### **5.30 Information Security (Reaffirmed 6/25/19)**

- A. Highland Community College will develop, implement and maintain a comprehensive information security program, which contains administrative, technical and physical safeguards to protect non-public personal information related to students, employees, and members of the Board of Trustees.**
  
- B. This Program will:**
  - 1. ensure the security and confidentiality of protected student, employee, or Board member information covered under Acts such as Gramm-Leach-Bliley, HIPAA, and FERPA,**
  
  - 2. protect against any anticipated threats to the security or integrity of protected information, and**
  
  - 3. guard against the unauthorized access to or use of protected information that could result in substantial harm or inconvenience to any student, employee, or Board member.**
  
- C. In addition, Highland Community College will develop, implement and maintain an Identity Theft Prevention program to reduce the risk of data loss and identity theft to the College, to students, employees, volunteers, and applicants. This Program will follow the requirements outlined in the Federal Fair and Accurate Credit Transaction Act (FACTA) of 2003 and the Fair Credit Reporting Act (FCRA). The Board of Trustees will designate a Compliance Officer to oversee the Identity Theft Prevention program.**

**5.40 Risk Management (Reaffirmed 6/25/19)**

- A. Highland Community College will develop, implement and maintain a comprehensive Risk Management Program which shall reduce or prevent the College's exposure to liability, to ensure that statutory and common law, health and safety rights are extended to all visitors, employees and students; to make certain that the College's buildings and grounds are maintained in a safe condition; and to provide careful supervision and protection of all the College's real and personal property, including vehicles.**
- B. The Illinois Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/9-101 et seq.) provides for a community college district to levy a tax which when collected will pay the cost of risk management (Section 9-107). In addition, this Section provides for funds raised pursuant to this Section to be used to pay the cost of insurance, including all operating and administrative costs and expenses directly associate therewith, claim services and risk management directly attributable to loss prevention and loss reduction, educational, inspectional and supervisory services directly relating to loss prevention and loss reduction, to purchase claim services, to pay for judgments or settlements, or to otherwise pay the cost of risk management programs.**
- C. This Program will ensure:**

  - 1. identification of the various components of the Risk Management Program including the identification and analysis of loss exposures;**
  - 2. the selection and implementation of techniques to be used to handle or address each exposure;**
  - 3. clearly delineated personnel responsibilities;**
  - 4. adequate insurance against liability exposure; and**
  - 5. identified and allowable costs for the maintenance of the Risk Management Program.**

#### **5.41 Security Cameras (Reaffirmed 6/25/19)**

- A. Security cameras are utilized on campus to enhance personal safety, meet national testing requirements, protect property and resources, and investigate criminal activity. Security cameras will 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 the Testing Center. Information obtained from the security cameras shall be used for law, policy, and/or Code of Conduct enforcement, including, where appropriate, College judicial functions.**
- B. College and security service 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 purposes.**
- C. 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 monitoring of individuals or groups based on the subjects' personal characteristics, including gender, ethnicity, sexual orientation, disability, or other protected characteristics is prohibited. Furthermore, all recording or monitoring will be conducted in a professional, ethical, and legal manner.**
- D. The College shall develop and implement Acceptable Use Guidelines and procedures to ensure responsible use of the security cameras. The Administration and Policy Review Committee shall review the Acceptable Use Guidelines and procedures annually and shall promptly inform the Board of Trustees in the event of any significant changes to the guidelines not mandated by State or Federal law.**
- E. From time to time, an individual security camera and/or the entire security camera system may be out of service due to planned or unplanned system availability.**
- F. Breaches of this policy and misuse of video information contained within the security camera system may result in disciplinary action, up to and including termination.**

**5.50 Tax Abatement (Reaffirmed 6/25/19)**

- A. The Board views the economic health of the District as a matter of great importance to the College. The Board will look favorably toward tax abatements when by virtue of a tax abatement a significant benefit to the District in economic terms can be realized. Abatement must be appropriate whether the need arises by virtue of expansion of an existing business, or for attraction of new business. The Board will be concerned with the net benefit in comparison with any short-term detriment which the College may suffer as a result of the abatement as compared to non-abatement, and will be concerned also with other benefits which the College district may enjoy as a result of the expansion of new business.
- B. Tax abatement requests must be submitted in writing to the Board of Trustees of Highland Community College District #519. All such requests will be considered on an individual basis. Abatement may be granted at the discretion of the Board. Tax abatements will not be granted for a period of time in excess of ten years.
- C. Applications for tax abatement shall be verified (notarized statement certifying that statements made in the application are true) and shall include the following information:
1. Name, address, and telephone number of the applicant.
  2. Name, title, address, and telephone number of representative making application (if different from applicant).
  3. Name and address of owner of site (if different from applicant).
  4. Description of applicant's business generally and at the location where abatement is requested.
  5. Description (legal description and/or street address) of site.
  6. Real estate tax code(s) for site.
  7. Current equalized assessed valuation for site, and current taxes paid to Highland Community College.
  8. Description of current business operations conducted on site (if any), including number of employees working full-time and part-time.
  9. Description of projected future business operations to be conducted on site as a result of the project, including number of employees working full-time and part-time, and total estimated change in payroll from current operations.

10. Detailed description of any business operations in the College district operated by or reasonably related to the petitioner which will be eliminated or reduced as a result of the proposed improvement. If there will be no such elimination or reduction, so state.
11. Total estimated cost of the project.
12. Terms of abatement requested.
13. Estimated dollar amount of abatement being requested from Highland Community College.
14. Statement of why abatement is being requested.
15. At the College's discretion, other additional information as may be required by and provided to the county, municipality and/or redevelopment agency where the property proposed for abatement is located.
16. Appropriate substantiation that the relevant requirements of the county, municipality and/or redevelopment agency where the property proposed for abatement is located have been or are being met.
17. Other information as may be requested by the College.

**5.51 Forms and Documents Requesting Social Security Numbers (Reaffirmed 6/25/19)**

A. All college forms and documents that collect Social Security Numbers will use a disclosure statement patterned on the one listed below. Whenever possible, such a disclosure statement should be on the form itself, and every form or document-whether electronic or paper-will indicate whether the Social Security Number submission is voluntary or mandatory.

B. Template:

1. *The (dept/unit) requires your social security number for the purpose(s) of (fill in reason). We are required by law to provide (fill in type of information) reports to (fill in organization). Failure to provide your Social Security Number may result in (fill in repercussions). The college will not disclose Social Security Numbers without the consent of the individual to anyone outside the college except as required by law.*

### 5.60 Concealed Carry and Weapons (Reaffirmed 6/25/19)

Highland Community College is committed to providing a safe and secure environment for its faculty, staff, and students. Consequently, the use and possession of weapons is strictly prohibited on all property owned or operated by Highland Community College. Moreover, pursuant to Illinois Public Act 98-0063, all community colleges, colleges and universities in the state of Illinois are designated as prohibited areas for concealed carry. This policy applies to all Highland Community College faculty, staff, students, contracted employees, and campus visitors.

#### A. Definitions:

1. Firearms are defined as any gun, shotgun, rifle, pistol, or handgun designed to fire bullets, BB's, pellets, shot or any projectile regardless of the propellant used.
2. Other weapons are defined as any instrument that can be utilized to inflict or threaten bodily injury. These include, but are not limited to, knives with fixed blades, pocketknives with blades longer than four inches, swords, metal knuckles, blackjacks, hatchets, bows and arrows, crossbows, nun chucks, or any explosive or incendiary device.

#### B. Exceptions:

1. Possession of a valid concealed weapons permit authorized by the State of Illinois or a county within is not an exemption under this policy.
2. This policy does not apply to the following:
  - a. Law enforcement officials duly authorized to carry such weapons.
  - b. Military drills, honor guards, and color guards utilizing facsimile weapons.
  - c. Equipment, utensils and/or supplies used for legitimate educational or job-related purposes.
  - d. Personal protective devices deemed as nonlethal such as mace or pepper spray.

#### C. Sanctions:

1. Any employee violating this policy will be subject to discipline up to and including termination. Any student violating this policy will be subject to discipline up to and including suspension or dismissal as outlined in the Code of Conduct. Any visitor violating this policy will be subject to being barred from campus. All may be subject to criminal or civil prosecution.

### 5.70 Record Keeping (Reaffirmed 6/25/19)

#### A. Compliance Officer Is Responsible for Records:

1. The Treasurer of the District (the "Compliance Officer") is hereby designated as the keeper of all records of the District with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

#### B. Closing Transcripts:

1. For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation
  - a. the proceedings of the District authorizing the Tax Advantaged Obligations,
  - b. any offering document with respect to the offer and sale of the Tax Advantaged Obligations,
  - c. any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and
  - d. all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

#### C. Arbitrage Rebate Liability:

1. The Compliance Officer shall review the agreements of the District with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the District has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

#### D. Recommended Records:

1. The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the District must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of



the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from “gross income” for federal income tax purposes, that the District is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the District, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

- a. complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;
- b. copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;
- c. copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;
- d. copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at fair market value;
- e. copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;
- f. any calculations of liability for arbitrage rebate that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and
- g. copies of all contracts and agreements of the District, including any leases (the “Contracts”), with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no

more than 50 days of use and contracts related to District employees need not be retained.

**E. IRS Examinations or Inquiries:**

1. In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

**F. Annual Review:**

1. The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

**G. Training:**

1. The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the District has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax-Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the District's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Resolution and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the

duties under these procedures. The Compliance Officer will review this Resolution and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

**H. Amendment and Waiver:**

- 1. The procedures described in this Section are only for the benefit of the District. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The District may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The District also recognizes that these procedures may need to be revised in the event the District enters into any derivative products with respect to its Tax Advantaged Obligations.**

**5.80 Preparing and Updating Disclosures (Adopted 6/23/20)**

- A. Pursuant to the District's responsibilities under the securities laws, including its continuing disclosure undertakings (the "*Undertakings*") under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, and the Securities and Exchange Commission's statements in enforcement actions, it is necessary and in the best interest of the District that the District's
- a. Preliminary and final official statements or offering circulars and any supplements or amendments thereto (collectively, the "*Official Statements*"), disseminated by the District in connection with any bonds, notes, certificates or other obligations,
  - b. Annual Financial Information or Financial Information, as required by and defined in the Undertakings (the "*Annual Financial Information*") to be filed with the Municipal Securities Rulemaking Board's ("*MSRB*") Electronic Municipal Market Access ("*EMMA*") system, and
  - c. Notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA (each, an "*EMMA Notice*") comply in all material respects with the federal securities laws.
  - d. Further, it is necessary and in the best interest of the District that the District adopt policies and procedures to enable the District to create accurate disclosures with respect to its
    - a. Official Statements,
    - b. Annual Financial Information, and
    - c. EMMA Notices. Official Statements, Annual Financial Information and EMMA Notices are collectively referred to herein as the "*Disclosures*."
- B. In response to these interests, the District hereby adopts the following policies and procedures (the "*Disclosure Policy*"):
- C. Disclosure Officer:
1. The ~~Vice President of Administrative Services~~ Vice President/CFO, Administrative Services/Treasurer of the District (the "*Disclosure Officer*") is hereby designated as the officer responsible for the procedures related to Disclosures as hereinafter set forth (collectively, the "*Disclosure Procedures*").
- D. Disclosure Procedures: Official Statements
1. Whenever an Official Statement will be disseminated in connection with the issuance

of obligations by the District, the Disclosure Officer will oversee the process of preparing the Official Statement pursuant to the following procedures:

- a. The District shall select (a) the working group for the transaction, which group may include outside professionals such as disclosure counsel, a municipal advisor and an underwriter (the “Working Group”) and (b) the member of the Working Group responsible for preparing the first draft of the Official Statement.
- b. The Disclosure Officer shall review and make comments on the first draft of the Official Statement. Such review shall be done in order to determine that the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading. Particular attention shall be paid to the accuracy of all descriptions, significant information and financial data regarding the District. Examples include confirming that information relating to the District, including but not limited to demographic changes, the addition or loss of major employers, the addition or loss of major taxpayers or any other material information within the knowledge of the Disclosure Officer, is included and properly disclosed. The Disclosure Officer shall also be responsible for ensuring that the financial data presented with regard to the District is accurate and corresponds with the financial information in the District’s possession, including but not limited to information regarding bonded indebtedness, notes, certificates, outstanding leases, tax rates or any other financial information of the District presented in the Official Statement.
- c. After completion of the review set forth in 2. above, the Disclosure Officer shall (a) discuss the first draft of the Official Statement with the members of the Working Group and such staff and officials of the District as the Disclosure Officer deems necessary and appropriate and (b) provide comments, as appropriate, to the members of the Working Group. The Disclosure Officer shall also consider comments from members of the Working Group and whether any additional changes to the Official Statement are necessary or desirable to make the document compliant with the requirements set forth in 2. above.
- d. The Disclosure Officer shall continue to review subsequent drafts of the Official Statement in the manner set forth in 2. and 3. above.
- e. If, in the Disclosure Officer’s reasonable judgment, the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading, the Official Statement may, in the reasonable discretion of the Disclosure Officer, be released for dissemination to the public; provided, however, that the use of the Official Statement must be ratified, approved and authorized by the Board of Trustees of the District (the “Board”).

**E. Disclosure Procedures: Annual Financial Information.**

1. The Disclosure Officer will oversee the process of preparing the Annual Financial Information pursuant to these procedures:
  - a. By December 15 of each year (the same being at least 30 days prior to the last date on which the Annual Financial Information is required to be disseminated pursuant to the related Undertaking, the Disclosure Officer shall begin to prepare (or hire an agent to prepare) the Annual Financial Information. The Disclosure Officer shall also review the audited or unaudited financial statements, as applicable, to be filed as part of the Annual Financial Information (the “Financial Statements”). In addition to the required updating of the Annual Financial Information, the Disclosure Officer should consider whether additional information needs to be added to the Annual Financial Information in order to make the Annual Financial Information, including the Financial Statements, taken as a whole, correct and complete in all material respects. For example, if disclosure of events that occurred subsequent to the date of the Financial Statements would be necessary in order to clarify, enhance or correct information presented in the Financial Statements, in order to make the Annual Financial Information, taken as a whole, correct and complete in all material respects, disclosure of such subsequent events should be made.
  - b. If, in the Disclosure Officer’s reasonable judgment, the Annual Financial Information, including the Financial Statements, is correct and complete in all material respects, the Disclosure Officer shall file the Annual Financial Information with EMMA (or confirm that such filing is completed by any agent hired by the District for such purpose) within the timeframe allowed for such filing.

**F. Disclosure Procedures: Reportable Events.**

1. The Disclosure Officer will prepare (or hire an agent to prepare) Reportable Event Disclosure and file the same with EMMA (or confirm that such filing is completed by an agent hired by the District for such purpose) in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event). Incurrence of a Financial Obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders, if material, is a Reportable Event. Upon the incurrence of any Financial Obligation, as such term is defined in the Undertaking, the Disclosure Officer shall review such Financial Obligation and assess whether such Financial Obligation is material. If, in connection with such Financial Obligation, the District has agreed to any covenant, event of default, remedy, priority right or other similar term which affects security holders, the Disclosure Officer shall further review such

term and assess whether the same is material. The Disclosure Officer shall prepare a summary of such review. If, in the Disclosure Officer's reasonable judgment, following consultation with financial or legal professionals as necessary, such Financial Obligation and/or term of such Financial Obligation is deemed material, the Disclosure Officer shall file a summary of such Financial Obligation (or the entire financing document, provided that confidential or sensitive information may be redacted to the extent such redaction does not prevent all material terms from being disclosed) with EMMA not in excess of ten business days after the incurrence of such Financial Obligation.

**G. Disclosure Procedures: EMMA Notices.**

1. Whenever the District determines to file an EMMA Notice, or whenever the District decides to make a voluntary filing to EMMA, the Disclosure Officer will oversee the process of preparing the EMMA Notice pursuant to these procedures:
  - a. The Disclosure Officer shall prepare (or hire an agent to prepare) the EMMA Notice. The EMMA Notice shall be prepared in the form required by the MSRB.
  - b. In the case of a disclosure required by an Undertaking, the Disclosure Officer shall determine whether any changes to the EMMA Notice are necessary to make the document compliant with the Undertaking.
  - c. If, in the Disclosure Officer's reasonable judgment, the EMMA Notice is correct and complete and, in the case of a disclosure required by an Undertaking, complies with the Undertaking, the Disclosure Officer shall file the EMMA Notice with EMMA (or confirm that such filing is completed by any agent hired by the District for such purpose) within the timeframe allowed for such filing.

**H. Additional Responsibilities of the Disclosure Officer.**

1. The Disclosure Officer, in addition to the specific responsibilities outlined above, shall have general oversight of the entire disclosure process, which shall include:
  - a. Maintaining appropriate records of compliance with this Disclosure Policy (including proofs of EMMA filings) and decisions made with respect to issues that have been raised;
  - b. Evaluating the effectiveness of the procedures contained in this Disclosure Policy; and
  - c. Making recommendations to the Board as to whether revisions or modifications to this Disclosure Policy are appropriate.

**I. General Principles.**

- a. All participants in the disclosure process should be encouraged to raise potential disclosure items at all times in the process.
- b. The process of revising and updating the Disclosures should not be viewed as a mechanical insertion of current numbers. While it is not anticipated that there will be major changes in the form and content of the Disclosures at the time of each update, the Disclosure Officer should consider whether such changes are necessary or desirable in order to make sure the Disclosure does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading at the time of each update.
- c. Whenever the District releases information, whether in written or spoken form, that may reasonably be expected to reach investors, it is said to be “speaking to the market.” When speaking to the market, District officials must be sure that the released information does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading.
- d. While care should be taken not to shortcut or eliminate any steps outlined in this Disclosure Policy on an ad hoc basis, the review and maintenance of the Disclosures is a fluid process and recommendations for improvement of these Disclosure Procedures should be solicited and regularly considered.
- e. The Disclosure Officer is authorized to request and pay for attendance at relevant conferences or presentations or annual training sessions conducted by outside counsel, consultants or experts in order to ensure a sufficient level of knowledge for the effective administration of this Disclosure Policy.



**AGENDA ITEM #X-C-1  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT  
DIRECTOR, MARKETING AND COMMUNITY RELATIONS**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the appointment of Ms. Jeniece Smith as full-time Director, Marketing and Community Relations, beginning May 31, 2022, at an annual salary of \$76,334. This is a full-time, administrative position and is within the FY22 budget.

**BACKGROUND:** Ms. Smith comes to us from Northern Illinois University (NIU) where she has served as the Assistant Director of Marketing and Communications within the Division of Student Affairs since 2020. Ms. Smith also held the role of the Assistant Director of Editorial Content within the Office of Institutional Communications during her time at NIU. Prior to NIU, she started her career in higher education at Rockford University where she held the role of Communications Specialist, Institutional Advancement as part of a two-person communications team. Ms. Smith's experience extends beyond the walls of academia. She began her career in journalism and has over 10 years of experience in roles such as a digital editor, breaking news editor, designer and digital producer, and online news assistant at different newspapers within the area, including the Rockford Register Star and Des Moines Register.

Ms. Smith was awarded a Bachelor of Arts degree in Journalism from Northern Illinois University, DeKalb, Illinois, and an Associate of Arts degree from Rock Valley College in Rockford, Illinois. Currently, Ms. Smith is pursuing her Master of Arts, Communication Studies from NIU with anticipated completion in 2022.

Ms. Smith's vast experience in institutional communications and journalism, with a personal connection to the Midwest, make her an ideal candidate for this position.

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

**AGENDA ITEM #X-C-2  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT  
STUDENT ADVISOR**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the appointment of Mr. Wesley (Wes) Bertram as a full-time Student Advisor, beginning May 31, 2022, at an annual salary of \$46,862. This is a full-time, exempt professional position and is within the FY22 budget.

**BACKGROUND:** Mr. Bertram has been employed in the role of Student Advisor for Project Succeed under TRiO Services at Highland since 2018. In addition to advising students and prospective students related to classes, degrees, and careers, he also provides instruction or referral for students needing basic skill improvement, designs and teaches skills development courses for program participants, and develops workshops/seminars for project participants focusing on academic skills. In his position, he works with other Student Advisors to coordinate course and program articulation functions and procedures for students in the transfer process. Prior to coming to Highland, Mr. Bertram served as a full-time long-term Substitute Teacher, as well as a Paraeducator at Freeport School District. He was employed as an Assistant Coach for the Men's Basketball Program and taught courses in the Department of Health, Physical Education, Recreation, and Coaching at the University of Wisconsin-Whitewater and was also an Assistant Basketball Coach for Highland from 2017 – 2021.

Mr. Bertram was awarded a Bachelor of Science degree in Marketing and a Master of Science in Education degree in Professional Development from the University of Wisconsin-Whitewater.

His prior advising experience, commitment to student academic success, and ability to work with students from diverse backgrounds make him a valuable addition to the advising team.

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

**AGENDA ITEM #X-D-1  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**AUDITOR FOR FISCAL YEAR 2022**

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the firm of Wipfli be retained to perform the annual audit for Fiscal Year 2022 at a cost not to exceed \$52,500 for the main audit, \$750 to \$1,500 for the Consolidated Year-end Financial Report (CYEFR), and \$3,000 to \$4,000 for each additional major program. The audit will encompass all funds of Highland Community College including State and Federal grant programs.

**BACKGROUND:** The Board's Audit & Finance Committee met to review the attached letter submitted by Wipfli, which outlines professional auditing services to be provided and proposed fees. Auditing services require a high degree of professional skill and thus are one of the few services not subject to public bid law. Wipfli (formerly Lindgren, Callihan, Van Osdol & Co., Ltd.) has provided audit services to Highland Community College since fiscal year 1982. Audit partner rotation is utilized in order to promote a quality process. Wipfli's fee is comparable to that paid by other Illinois community colleges for similar services. The College has been pleased with the level of services provided by this firm.

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

April 28, 2022

President and Board of Trustees  
Highland Community College District No. 519  
2998 W Pearl City Road  
Freeport, IL 61032

Dear President and Board of Trustees:

We are pleased to serve as the independent auditors for [Highland Community College District No. 519](#) ("Client") for the year ended June 30, 2022. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$52,500 for the audit, \$750 - \$1,500 for the CYEFR, and \$3,000 - \$4,000 for each additional major program. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

In addition, Wipfli LLP ("Wipfli") will be adding fees of \$1,500 - \$6,000 for the implementation of Government Accounting Standards Board ("GASB") Statement No. 87. This additional fee will cover the lease calculations, additional audit procedures, and reporting requirements necessary in relation to your implementation.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

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If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### **Audit Scope and Objectives**

We will audit Client's financial statements and the disclosures, which collectively comprise the basic financial statements, of the business-type activities, aggregate discretely presented component units of Client.

Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of Net Pension Liability and Contributions
3. Schedules of Net OPEB Liability and Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Illinois Community College Board Uniform Financial Statements and Certification of Chargeback Reimbursements
3. Consolidated Year End Financial Report

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on the other information. In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the

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other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other Financial Information - Combining Statements, Individual Fund Statements, and Supporting Schedules

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

### Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to

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those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

#### Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and



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(4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform. You agree to include our report on the

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schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

### Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the president and board of trustees. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

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We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

#### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with your personnel. Timely completion of this work will facilitate the completion of our engagement.

#### Engagement Partner

Matthew Schueler will be your audit engagement partner and Sara McKenna will be your senior manager.

#### Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, Management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

From information you will provide, we will prepare the lease amortization schedules for the year ended June 30, 2022.

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Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Annual Information Filings**

Our engagement will include the preparation of the federal data collection form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

**Conclusion and Approval to Proceed**

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: **HIGHLAND COMMUNITY COLLEGE DISTRICT NO. 519**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

**6. Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

**7. Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

**8. Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

**9. Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

**10. Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**11. Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

## Wipfil LLP

## Professional Services Terms and Conditions – Attest Engagements

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfil under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

**12. Governing Law**

Any and all claims relating to agreements between Wipfil and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfil office which issues the Engagement Letter related to the services is located.

**13. Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

**14. Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfil's General Counsel at [wipfil-legal@wipfil.com](mailto:wipfil-legal@wipfil.com).

**15. Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

**16. Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

**17. Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfil may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfil or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfil; provided that in no event shall such assignment relieve Wipfil of its obligations under this Engagement Letter.

**18. Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfil and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

**AGENDA ITEM #X-D-2  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF CONTINUATION OF AGREEMENT WITH  
CHARTWELL AGENCY FOR  
MARKETING AND WEBSITE MAINTENANCE SERVICES**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the continuation of an agreement with Chartwell Agency of Rockford, Illinois, for marketing and website services to support the communication needs of the College, prospective students, and the community at a cost not to exceed \$75,000 through June 30, 2023.

**BACKGROUND:** Due to a vacancy in the Director of Marketing and Community Relations position, Highland began working with Chartwell Agency in November 2021. Chartwell provided consultation and project management services and produced marketing collateral, including support for Highland's brand campaign launch and admissions marketing. In a continued agreement with Chartwell Agency, they will provide website maintenance services and continue completing marketing projects for the College.

Since November 2021, Chartwell has provided services nearing the \$25,000 threshold for contracts requiring the Board of Trustees approval. The \$75,000 request includes the \$25,000 expended since November 2021. We are asking that the Board formally approve the continuation of the agreement with Chartwell Agency. It is expected that additional marketing services will be needed as we end FY22 and move through FY23. The expenditure has been requested in the FY23 budgeting process.

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



**AGENDA ITEM #X-D-3  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

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

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Highland Community College Board approves the following Resolution for the payment of the April 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 353282 through 353791 amounting to \$1,182,613.60, Automated Clearing House (ACH) debits W0000629 amounting to \$29,177.37, and International Wire Transfer debits I0000003 of \$570.00. Electronic Refunds of \$162,142.66, with 140 adjustments of \$37,197.37, such warrants amounting to \$1,337,306.26. Transfers of funds for payroll amounted to \$565,113.23.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$29,177.37. International Wire Transfers in USD to Joubel AS Norway. Electronic Refunds are issued to students. Financial Aid disbursed additional MAP.

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

**HIGHLAND COMMUNITY COLLEGE  
AGENCY FUND  
Balance Sheet, April 30, 2022**

	<b>PREVIOUS BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>BALANCE</b>
<b>US BANK</b>	<b>\$288,799.98</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$288,799.98</b>
<b>FIFTH THIRD</b>	<b>31,612.25</b>	<b>0.00</b>	<b>0.00</b>	<b>31,612.25</b>
<b>UNION LOAN AND SAVINGS</b>	<b>176,116.89</b>	<b>0.00</b>	<b>0.00</b>	<b>176,116.89</b>
<b>TOTAL ASSETS</b>	<b>\$496,529.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$496,529.12</b>
<b>1010 HCC ORCHESTRA</b>	<b>\$0.00</b>			<b>\$0.00</b>
<b>1011 TRANSFER FUNDS</b>				
<b>1012 FORENSICS SCHOLAR</b>	<b>0.00</b>			<b>0.00</b>
<b>1013 INTEREST ON INVEST.</b>				
<b>1014 TRUSTS AND AGENCIES</b>				
<b>1015 CARD FUND</b>				
<b>1016 DIST #145 ROAD AND LOT</b>	<b>65,204.86</b>			<b>65,204.86</b>
<b>1017 HCC ROAD AND LOT</b>	<b>97,781.81</b>			<b>97,781.81</b>
<b>1018 YMCA ROAD AND LOT</b>	<b>95,114.62</b>	<b>0.00</b>		<b>95,114.62</b>
<b>1019 YMCA BLDG/MAINT</b>	<b>37,493.78</b>			<b>37,493.78</b>
<b>1020 HCC BLDG/MAINT</b>	<b>68,972.13</b>			<b>68,972.13</b>
<b>1021 YMCA/HCC INTEREST</b>	<b>100,349.67</b>	<b>0.00</b>		<b>100,349.67</b>
<b>1022 HCC SECTION 125 PLAN</b>	<b>31,612.25</b>			<b>31,612.25</b>
<b>1023 Ic3SP CAREER SERVICES</b>	<b>0.00</b>			<b>0.00</b>
<b>TOTAL</b>	<b>\$496,529.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$496,529.12</b>

**AGENDA ITEM #XI-A  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22**

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

- We have now received the 2021 tax year tax computation reports from three of our four counties. EAV changes from tax year 2020 to 2021 by county are as follows:

<u>County</u>	<u>Change</u>
Stephenson	+4.3%*
Carroll	+4.3%
Ogle	+6.6%
Jo Daviess	+6.0%

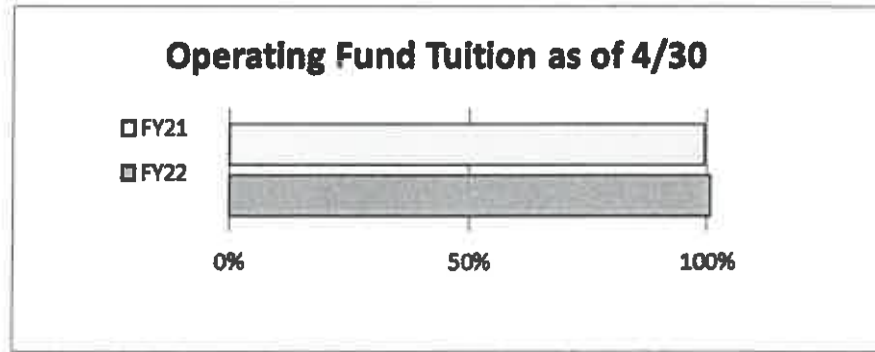
*\*Estimated, final report not yet available*

Overall, the total district increase in EAV is about 5%, using the estimated change for Stephenson County. We had budgeted for an increase of 2%, which will result in our actual property tax revenue being about \$100,000 more than budgeted.

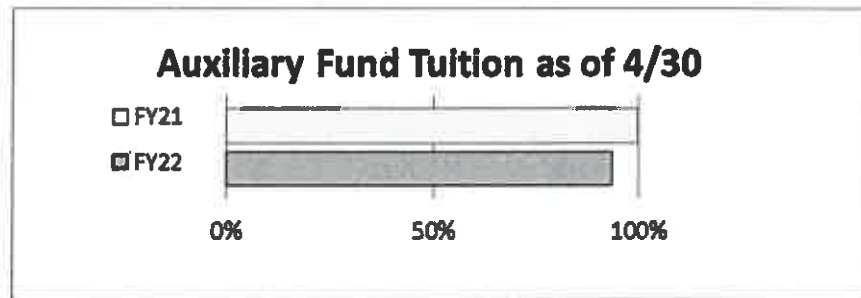
Each County's percentage of the overall EAV is as follows:

<u>County</u>	<u>% of EAV</u>
Stephenson	36%
Carroll	16%
Ogle	8%
Jo Daviess	40%

- **Current Results as of Month End:** The following charts show the comparison of the FY21 financial results for various items, as labeled, to FY22 results as of April 30<sup>th</sup>. The FY21 bar is the year-to-date results as of April 30, 2021, divided by the actual year end results for FY21. The FY22 bar is the year-to-date results for April 30, 2022, divided by the annual budgeted amount for FY22.



Operating Fund tuition revenue appears to be about 1% higher than anticipated at this point in time. If Operating Fund tuition revenue is 1% higher than budgeted for the fiscal year, it amounts to about \$40,000.



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

AGENDA ITEM #XI-A  
MAY 24, 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 April 30, 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	1,167,677	94.7%
Equalization	50,000	41,667	83.3%
ICCB Career/Tech Education	128,361	128,361	100.0%
ICCB Performance	-	14,820	0.0%
CPP Replacement Tax	625,000	1,085,831	173.7%
Federal Sources	55,000	43,840	79.7%
Tuition & Fees	4,410,000	4,439,845	100.7%
Sales & Services	27,150	31,113	114.6%
Facilities Revenue	111,550	76,619	68.7%
Interest on Investments	7,000	4,606	65.8%
Non-Govt. Gifts, Grants	300,000	351,104	117.0%
Miscellaneous	44,626	85,032	190.5%
<b>Total Revenue</b>	<b>\$13,761,993</b>	<b>\$10,823,000</b>	<b>78.6%</b>
 <u>EXPENDITURES:</u>			
Salaries	\$9,699,734	\$7,138,882	73.6%
Employee Benefits	2,312,285	2,123,196	91.8%
Contractual Services	865,583	948,806	109.6%
Materials & Supplies	866,357	582,521	67.2%
Conference & Meeting	252,197	116,195	46.1%
Fixed Charges	59,700	49,020	82.1%
Utilities	659,325	652,470	99.0%
Capital Outlay	49,225	43,429	88.2%
Other Expenditures	142,356	146,073	102.6%
Federal Relief Lost Revenue	(988,531)	(955,854)	96.7%
Transfers (In) Out	(156,238)	-	0.0%
<b>Total Expenditures</b>	<b>\$13,761,993</b>	<b>\$10,844,738</b>	<b>78.8%</b>
<b>Excess of Revenues Over Expenditures</b>	<b>\$0</b>	<b>(\$21,738)</b>	
<b>Fund Balance 7/1/21</b>	<b>5,734,337</b>	<b>5,734,337</b>	
<b>Fund Balance 4/30/22</b>	<b>\$5,734,337</b>	<b>\$5,712,599</b>	

**AGENDA ITEM #XI-A**  
**MAY 24, 2022**  
**HIGHLAND COMMUNITY COLLEGE BOARD**  
**FY22**

**OPERATIONS AND MAINTENANCE FUND (RESTRICTED)**  
**Statement of Revenue, Expenditures, & Changes in Fund Balance**  
**For the Period Ended April 30, 2022**

REVENUE:	Budget	Year to-Date	Percent
Local Taxes	\$921,000	\$456,600	49.6%
Interest	-	32,676	100.0%
Total Revenue	\$921,000	\$489,276	100.0%
<b>EXPENDITURES:</b>			
Contractual Services	182,800	101,691	0.0%
Materials & Supplies	-	148	100.0%
Capital Outlay	4,798,078	3,161,994	65.9%
Total Expenditures	\$4,980,878	\$3,263,833	65.5%
Excess of Revenues Over Expenditures	(\$4,059,878)	(\$2,774,557)	
Fund Balance 7/1/21	\$4,725,092	\$4,725,092	
Fund Balance 4/30/22	\$665,214	\$1,950,535	

AGENDA ITEM #XI-A  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22

AUXILIARY ENTERPRISE FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended April 30, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Tuition and Fees	\$478,000	\$446,296	93.4%
Bookstore Sales	450,000	412,553	91.7%
Athletics	41,040	17,152	41.8%
Other	123,166	105,523	85.7%
-----	-----	-----	-----
Total Revenue	\$1,092,206	\$981,524	89.9%
EXPENDITURES:			
-----			
Salaries	\$322,217	\$215,495	66.9%
Employee Benefits	33,313	27,723	83.2%
Contractual Services	92,984	70,202	75.5%
Materials & Supplies	611,419	477,475	78.1%
Conference & Meeting	311,963	189,036	60.6%
Fixed Charges	14,109	9,690	68.7%
Utilities	600	723	120.5%
Capital Outlay	32,265	51,405	159.3%
Other Expenditures	25,738	19,942	77.5%
Federal Relief Lost Revenue	(413,108)	(91,663)	22.2%
Transfers	(64,000)	-	0.0%
-----	-----	-----	-----
Total Expenditures	\$967,500	\$970,028	100.3%
Excess of Revenues			
Over Expenditures	\$124,706	\$11,496	
Fund Balance 7/1/21	\$1,129,535	\$1,129,535	
-----	-----	-----	
Fund Balance 4/30/22	\$1,254,241	\$1,141,031	

AGENDA ITEM #XI-A  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22

RESTRICTED PURPOSE FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended April 30, 2022

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$140,056	\$10,277	7.3%
Adult Education	229,950	109,563	47.6%
Other Illinois Sources	131,865	113,164	85.8%
Department of Education	7,840,258	6,455,918	82.3%
Other Federal Sources	49,684	40,810	82.1%
Tuition & Fees	592,000	545,412	92.1%
Sales & Service Fees	20,000	306	1.5%
Interest	19,346	19,743	102.1%
Non-govt. Gifts, Grants	891,319	4,435	0.5%
Other	298,726	308,558	103.3%
	-----	-----	-----
Total Revenue	\$10,213,204	7,608,186	74.5%
<u>EXPENDITURES:</u>			
Salaries	\$1,180,551	\$1,059,095	89.7%
Employee Benefits	270,047	237,625	88.0%
Contractual Services	755,993	582,183	77.0%
Materials & Supplies	255,853	138,358	54.1%
Conference & Meeting	121,038	86,905	71.8%
Fixed Charges	26,758	1,294	4.8%
Utilities	4,152		0.0%
Capital Outlay	815,170	460,078	56.4%
Other Expenditures	1,811,103	1,253,067	69.2%
Federal Relief Lost Revenue	(137,651)	-	0.0%
Financial Aid	4,711,745	4,000,978	84.9%
Transfers out (in)	180,438	-	0.0%
	-----	-----	-----
Total Expenditures	\$9,995,197	\$7,819,583	78.2%
Excess of Expenditures Over Revenue	\$218,007	(\$211,397)	
Fund Balance 7/1/21	877,588	877,588	
	-----	-----	
Fund Balance 4/30/22	\$1,095,595	\$666,191	



AGENDA ITEM #XI-A  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22  
AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended April 30, 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 4/30/22	\$861	(\$28,941)	

AGENDA ITEM #XI-A  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22

BOND AND INTEREST FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended April 30, 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	\$1,646,475	93.9%
	-----	-----	-----
Total Expenditures	\$1,753,550	\$1,646,475	93.9%
Excess of Revenues Over Expenditures	\$50,000	(\$750,746)	
Fund Balance 7/1/21	\$816,153	\$816,153	
	-----	-----	
Fund Balance 4/30/22	\$866,153	\$65,407	

AGENDA ITEM #XI-A  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY22

LIABILITY, PROTECTION, AND SETTLEMENT FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended April 30, 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	\$235,863	71.3%
Employee Benefits	312,950	235,722	75.3%
Contractual Services	387,425	363,457	93.8%
Materials & Supplies	9,100	13,755	151.2%
Conference & Meetings	15,974	10,212	63.9%
Fixed Charges	207,374	218,187	105.2%
Utilities	4,000	2,980	74.5%
-----	-----	-----	-----
Total Expenditures	\$1,267,624	\$1,080,176	85.2%
Excess of Revenues Over Expenditures	(\$42,624)	(\$486,361)	
Fund Balance 7/1/21	\$363,135	\$363,135	
-----	-----	-----	
Fund Balance 4/30/22	\$320,511	(\$123,226)	

**AGENDA ITEM #XIII-B-1  
MAY 24, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HIGHLAND COMMUNITY COLLEGE (BOARD OF TRUSTEES) AND  
HIGHLAND COMMUNITY COLLEGE FACULTY SENATE, AFFILIATED WITH  
AFT/IFT LOCAL 1957, EXTENDING THE TERMS AND CONDITIONS OF  
THE COLLECTIVE BARGAINING AGREEMENT FOR THE  
2022 – 2023 ACADEMIC YEAR**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the attached one-year extension of the current collective bargaining agreement with the Faculty Senate, extending the terms and conditions for the 2022 – 2023 academic year. In addition, the full-time faculty salary schedule will receive a 2.75 percent increase on the base, with all steps honored; a new step will be added to the bottom of each column in the current salary schedule; and, an increase in the Planned Retirement Program will be implemented, from 3% to 3.25%. Both parties agree that negotiations for the upcoming contract will begin following the earlier of the hiring by the Board of a new Vice President of Academic Services/CAO, or September 1, 2022.

**BACKGROUND:** Due to the need for the College to complete the search process for a new Vice President of Academic Services/CAO, it was agreed that extending the current contract by one year was in the best interests of both parties.

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

**Memorandum of Understanding**  
**Between**  
**Highland Community College (Board of Trustees)**  
**And**  
**Highland Community College Faculty Senate, Affiliated with AFT/IFT**  
**Local 1957**  
**May 24, 2022**

**Issue:**

Extension of the Collective Bargaining Agreement (CBA or Agreement) between the Board of Trustees of Highland Community College (Board) and the Faculty Union (Faculty) Association is set to expire on August 10, 2022. In accordance with Article XII the parties have discussed the possibility of negotiating a successor CBA.

Due to the need for the College to complete the search process for hiring of a new Chief Academic Officer the parties desire to extend the terms and conditions of the expired Agreement. The extension would add one additional year, the 2022-2023 Academic Year, and incorporate other agreed changes.

**Agreement:** The parties agree to a one-year extension of the CBA Agreement, under same the terms and conditions of the expiring CBA, by adding the 2022-2023 Academic Year and incorporating other changes agreed as follows:

1. The full-time Faculty salary schedule will have a 2.75% increase applied to the base, with all steps honored. (A copy of the same is attached)
2. Tentative Agreements on limited topics, discussed in advance of negotiations, will be incorporated into the extended agreement effective with the 2022-2023 academic year. In particular the following:
  - a. A new step will be added to the bottom of each column in the current salary schedule (included in copy of schedule attached);
  - b. An increase in the Planned Retirement Program will be implemented, from 3% to 3.25%. This increase will not be applicable to those retiring in August, only as applied beginning effective August 26, 2022 (first payday of fall 2022 semester).
3. Negotiations for a successor CBA will begin following the earlier of the hiring by the Board of a new CAO, or September 1<sup>st</sup> 2022. At that time the parties agree to begin to negotiate a successor CBA, with appropriate sessions scheduled to complete the same.
4. The extension language and any incorporated T/A's would be put into the expired CBA, so that the parties have a document for review and approval by their respective membership or Board.
5. No other parts of the CBA shall be modified absent being outlined above.

Date: \_\_\_\_\_, 2022

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

  
 \_\_\_\_\_  
 Faculty Senate / Local 1957

