

HIGHLAND COMMUNITY COLLEGE
District #519

AGENDA

Board of Trustees Meeting
March 20, 2018 – 4:00 p.m.

Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. Approval of Minutes: February 20, 2018 Regular Meeting
- IV. Public Comments
- V. Introductions
- VI. Budget Report
- VII. Foundation Report
- VIII. Consent Items
 - A. Academic (None)
 - B. Administration
 - 1. April 2018 Regular Board Meeting Date and Time Change (Page 1)
 - C. Personnel
 - 1. Part-time Instructors, Overload, and Other Assignments (Page 2)
 - D. Financial (None)
- IX. Main Motions
 - A. Academic
 - 1. Highland Community College and Columbia College of Missouri Course to Course Articulation Agreement Plans Leading to a Bachelor of Science in Nursing Degree (Page 4)
 - 2. Contract Award: Welding Certification Program Services (Page 7)
 - B. Administration
 - 1. Second Reading – Revised Policy 4.17: Leave, Military (Page 29)
 - 2. Second Reading – Revised Policy 4.131: Leave, Family and Medical Leave Act (FMLA) (Page 35)
 - 3. Second Reading – Revised Policy 4.223: Tuition Waivers (Page 44)
 - C. Personnel
 - 1. Appointment: Automotive Technology Instructor (Page 49)

D. Financial

1. Third Reading: Tuition (Page 50)
2. University of Illinois Extension – Stephenson County Lease Agreement for Fiscal Year 2019 (Page 51)
3. Lease Contract for Postage and Mailing Machine (Page 71)
4. Interfund Transfer from the Auxiliary Fund to the Operating Fund (Page 73)
5. Interfund Transfer from the Educational Fund to the Restricted Purposes Fund (Page 74)
6. Use of Funds from the Agency Fund for YMCA Pool Wall Repairs and Vapor Barrier (Page 75)
7. Acceptance of Estimate for YMCA Pool Wall Repairs and Vapor Barrier (Page 76)
8. Approval of Statement of Final Construction Compliance: Campus-Wide Security Camera System Project (Page 77)
9. Approval of Statement of Final Construction Compliance: Lighting Replacement Project (Security Lighting Upgrade) (Page 79)
10. Approval of Statement of Final Construction Compliance: NFPA 70E Arc Flash Regulatory Compliance Project (Page 81)
11. Approval of Statement of Final Construction Compliance: MUA Replacement Project at Building “H” (Page 83)
12. Acceptance of Quote for Protection, Health, and Safety Project: Air Quality and Building Materials Safety (Page 85)
13. Acceptance of Bid for Protection, Health, and Safety Project – Building “F” Room #10 ADA Accessibility (Page 90)
14. Acceptance of Bid for Protection, Health, and Safety Project: Hazardous Sidewalk Replacement (Page 94)
15. Appointment of Auditor for Fiscal Year 2018 (Page 98)
16. Approval of Contract for Acquisition of International Preservation Studies Center (IPSC) Program (Handout)
17. Payment of Bills and Agency Fund Report (Page 99)

X. Reports

- A. Treasurer’s Report: Statements of Revenue, Expenditures and Changes in Fund Balance (Page 101)
- B. Student Trustee
- C. Audit and Finance Committee Co-Chairs
- D. ICCTA Representative
- E. Board Chair
- F. Administration

XI. Old Business

- A. Faculty Senate Report

XII. CLOSED SESSION

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

XIII. ACTION, IF NECESSARY

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

XIV. New Business

XV. Dates of Importance

- A. Next Regular Board Meeting – April 17, 2018, at 4:00 p.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center
- B. Next Quarterly Board Retreat – June 6, 2018, at 8:30 a.m. in the Student/Conference Center room H-206 (breakfast available at 8:00 a.m.)

XVI. Adjournment

**AGENDA ITEM #VIII-B-1
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE**

APRIL 2018 REGULAR BOARD MEETING DATE AND TIME CHANGE

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees reschedule the April 2018 regular meeting from Tuesday, April 18, 2018, at 4:00 p.m. to Tuesday, April 11, 2018, at 8:00 a.m. The meeting will be held in the Robert J. Rimington Board Room (Room H-228) located on the second floor of the Student/Conference Center on the Highland Community College campus in Freeport, Illinois.

BACKGROUND: The April 18, 2018, regular meeting date conflicts with meetings scheduled by the Illinois Community College Trustees Association and the Illinois Council of Community College Presidents. Moving the meeting to April 11 will allow all trustees to attend the regular Board meeting.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C-I
MARCH 20, 2018
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 for the Spring semester of 2018.

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 2018 | | | COURSE | CLOCK | CREDIT | TOTAL | | |
|--------------------------|---------------|------|----------------|-------------------------------------------------------------------|--------|-------|------------|-------------|
| FIRST | LAST | CRN | SUBJECT | TITLE | HRS | HRS | RATE | SALARY |
| David | Esch | 6554 | PHYS144A | Portion of Gen Physics II | | 1.98 | \$1,256.45 | \$2,487.78 |
| Steve | Simpson | 6638 | GEOL132A | Portion of Nat Hazards | | 1.68 | \$1,256.45 | \$2,110.84 |
| John | Sullivan | 6526 | CHEM124A | Portion of Gen Chem II | | 0.63 | \$1,256.45 | \$791.57 |
| Bobby | Shallenberger | 6927 | PERS011ACC | Facebook | 3 | | \$21.60 | \$64.80 |
| Roger | Hicks | 6877 | PERS036PCC | OxyAcetylene Welding | | | | \$85.00 |
| Kathy | Heid | 7058 | PHYD121ACC | Walk & Stretch | 30 | | \$18.00 | \$540.00 |
| Leanne | Grahame | 6649 | NURS091HXB | BNA Clinical | 40 | | \$30.00 | \$1,200.00 |
| Leanne | Grahame | 6649 | NURS091HBX | BNA Clinical | 40 | | \$30.00 | \$1,200.00 |
| Cassie | Mekeel | 7052 | NURS091IS | BNA Ind Study | | 3 | \$30.00 | \$90.00 |
| Monica | Pierce | 6359 | AGRI188HB | Intro Hort Science | | 0.18 | \$1,256.45 | \$226.16 |
| | | | | | | 0.12 | \$1,382.10 | \$165.85 |
| Aaron | Sargent | 7098 | OCED290G | Work PI Exp MTEC | | 0.4 | \$1,507.74 | \$603.10 |
| Charles | Born | | Softball Coach | | | | | \$5,025.80 |
| Sara | Ibalio | 6857 | PERS037XCC | Pics on My Phone | 2 | | \$25.00 | \$50.00 |
| Joan | Miller | 6839 | DATP110ACC | Internet Browsers | 3 | | \$25.00 | \$75.00 |
| Michael | Staver | 6882 | PERS035BCC | Greek Cuisine | 3 | | \$25.50 | \$76.50 |
| Evan | Talbert | 7142 | WFD048F | BASSET | | | | \$120.00 |
| Cristina | Szterensus | 6827 | PERS037ICC | Spanish Movie Night | | | | \$25.00 |
| Other Assignments | | | | | | | | |
| Rod | Anderson | | | Men's basketball game 1/31/18 official | | | | \$ 150.00 |
| Kevin | Moore | | | Men's basketball game 1/31/18 official | | | | \$ 150.00 |
| Dean | Buckwalter | | | Worked 11 basketball games in January | | | | \$ 275.00 |
| Jeff | Carr | | | Men's basketball game 2/3/18 official | | | | \$ 150.00 |
| Wayne | Gerlach | | | Women's basketball game 2/3/18 official | | | | \$ 150.00 |
| Kim | Grimes | | | Worked 11 basketball games in January | | | | \$ 275.00 |
| Jaime | Hare | | | Security guard for basketball games 1/20/18 1pm-5pm | | | | \$ 100.00 |
| Colin | Mix | | | Men's basketball game 2/3/18 official | | | | \$ 150.00 |
| Leroy | Nesmith | | | Women's basketball game 2/3/18 official | | | | \$ 150.00 |
| Kim | Ramirez | | | Medical coding course first installment | | | | \$ 4,830.00 |
| Rick | Shaffer | | | Women's basketball game 2/3/18 official | | | | \$ 150.00 |
| Steve | Spivey | | | Men's basketball game 2/3/18 official | | | | \$ 150.00 |
| Misty | Witt | | | Worked 11 basketball games in January | | | | \$ 275.00 |
| Edward | Draper | | | Men's basketball game 2/13/18 official | | | | \$ 150.00 |
| Everett | Fenwick | | | Women's basketball game 2/13/18 official | | | | \$ 150.00 |
| Eric | Gillam | | | Women's basketball game 2/13/18 official | | | | \$ 150.00 |
| Michele | Horvath | | | Women's basketball game 2/13/18 official | | | | \$ 150.00 |
| Scott | Tierney | | | Men's basketball game 2/13/18 official | | | | \$ 150.00 |
| Bernard | Branch | | | Women's basketball game 2/15/18 official | | | | \$ 150.00 |
| Myron | Ellingson | | | Women's basketball game 2/15/18 official | | | | \$ 150.00 |
| Don | King | | | Men's basketball game 2/15/18 official | | | | \$ 150.00 |
| Drew | Middleton | | | Women's basketball game 2/15/18 official | | | | \$ 150.00 |
| Shane | Parker | | | Men's basketball game 2/15/18 official | | | | \$ 150.00 |
| Gene | Rayford | | | Men's basketball game 2/15/18 official | | | | \$ 150.00 |
| Lynell | Mitchell | | | Men's basketball game 2/13/18 official | | | | \$ 150.00 |
| Dean | Buckwalter | | | Worked scorer's table for 7 basketball games in February | | | | \$ 175.00 |
| Kim | Grimes | | | Worked scorer's table for 6 basketball games in February | | | | \$ 150.00 |
| Misty | Witt | | | Worked scorer's table for 7 basketball games in February | | | | \$ 175.00 |
| Deborah | Lischwe | | | Demographics presentation for Jo Daviess Leadership Forum 2/14/18 | | | | \$ 350.00 |
| Spencer | Long | | | Training stipend for January training | | | | \$ 200.00 |
| Dustin | Ludwig | | | Training stipend for February training | | | | \$ 200.00 |

**AGENDA ITEM #IX-A-1
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**HIGHLAND COMMUNITY COLLEGE AND COLOMBIA COLLEGE OF MISSOURI
COURSE TO COURSE ARTICULATION AGREEMENT PLANS LEADING TO A
BACHELOR OF SCIENCE IN NURSING DEGREE**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board of Trustees approves the attached course to course articulation agreement to support the seamless transition of Highland students completing their Associate of Applied Science – Associate Degree in Nursing program at Highland to Colombia College of Missouri for completion of a Bachelor of Science in Nursing.

BACKGROUND: This agreement is the result of discussions between Dr. Jen Grobe, Associate Dean of Nursing and Allied Health, and Colombia College of Missouri. The process follows a similar path as other course articulations and memorandum of understanding agreements Highland has with BSN programs in the area. By providing the simple transfer opportunity, nursing graduates of Highland past and present will be able to move quickly to the BSN level while staying local. The course work is fully online – an advantage for our large, alternative student population. The current climate of health care has enhanced the need for a speedy, consistent, and articulated transition from ADN to BSN.

BOARD ACTION: _____

**TRANSFER GUIDE for Highland Community College AAS graduates in Nursing to
COLUMBIA COLLEGE of Missouri's Bachelor of Science in Nursing**

I. PURPOSE

The purpose of the guide is to establish a seamless education plan for students completing the AAS in Nursing at Highland Community College, obtaining their RN license and transferring to the RN to BSN program at Columbia College. All Columbia College courses are offered online only. **Only grades of "C" or better will be accepted in transfer by Columbia College.** Student must enroll in the Associate to Bachelor's (A2B) Program for this plan. **NOTE:** Due to possible Columbia College catalog updates, always consult with your Columbia College Associate to Bachelors (A2B) advisor before making final course selections.

II. EDUCATION PLAN

DEGREE CONFERRED: Associate of Applied Science in Nursing (73 credit hours)

(NOTE: CC transfer equivalencies in parentheses)

Pre-Nursing Program Admission Requirements (14 credit hours)

| | | |
|----------|--------------------------------------------------------|-----|
| BIOL 213 | Anatomy and Physiology I (BIOL 144)* | 4.0 |
| ENGL 121 | Rhetoric & Composition I (ENGL 111) | 3.0 |
| PSY 161 | Introduction to Psychology (PSYC 101) | 3.0 |
| CHEM 120 | General, Organic & Bio Chemistry (CHEM 110, CHEM 111L) | 4.0 |

General Support Courses (13 credit hours)

| | | |
|------------------|-------------------------------------------------------------------------------|-----|
| BIOL 211 | Microbiology (BIOL 312 & BIOL 312L, will transfer as lower level (LL) credit) | 4.0 |
| BIOL 214 | Anatomy and Physiology II (BIOL 144)* | 4.0 |
| PSY 262 | Human Growth and Development (PSYC 330, will transfer as LL credit) | 3.0 |
| Nursing Elective | | 2.0 |

* If both BIOL 213 and BIOL 214 are completed, will get equivalency for BIOL 223, 223L, 326 and 326L instead of the single courses identified. All will transfer as lower level credits.

Nursing Core Curriculum (46 credit hours)

| | | |
|----------|----------------------------------------------------|-----|
| NURS 103 | Pharmacology (ELEC 144) | 2.0 |
| NURS 191 | Fundamentals of Nursing (ELEC 144) | 8.0 |
| NURS 192 | Health & Illness I (ELEC 144) | 8.0 |
| NURS 291 | Family Nursing (ELEC 144) | 5.0 |
| NURS 292 | Health & Illness II (ELEC 144) | 8.0 |
| NURS 293 | Psychiatric Nursing (ELEC 144) | 5.0 |
| NURS 294 | Health & Illness III (ELEC 144) | 8.0 |
| NURS 298 | Professionalism & Leadership in Nursing (ELEC 144) | 2.0 |

Remaining CCM degree or general education waiver requirements that can be completed at HCC (6 credit hours)

| | | |
|-------------|-----------------------------------|-----|
| ENGL 122 | English Composition II (ENGL 112) | 3.0 |
| MATH 177 | Statistics (MATH 250) | 3.0 |
| Or BUSN 221 | Business Statistics (MATH 250) | |

NOTE: only 78 of the 79 credit hours identified above will be used towards the B.S. Nursing degree.

Must have RN License to be admitted into the CCM RN to BSN program.

DEGREE CONFERRED: Bachelor of Science in Nursing (42 credit hours)**Core Requirements for BSN (30 credit hours)**

| | | |
|----------|------------------------------------------------|-----|
| NURS 212 | Pharmacology for Nursing | 3.0 |
| NURS 310 | Professional Nursing Practice | 3.0 |
| NURS 311 | Pathophysiology | 3.0 |
| NURS 312 | Principles and Applications of Human Nutrition | 3.0 |
| NURS 313 | Health Assessment | 3.0 |
| NURS 409 | Nursing Research and Evidence-Based Practice | 3.0 |
| NURS 410 | Community Health Nursing | 3.0 |
| NURS 411 | Community Health Nursing Assessment | 3.0 |
| NURS 413 | Leadership and Management in Nursing Practice | 3.0 |
| PHIL 460 | Biomedical Ethics | 3.0 |

Upper Level Electives (12 credit hours)

Student can choose upper level electives from nursing, science, psychology, human services or any area of interest.

For more information about this program, contact the Columbia College advisor at the Columbia College – Freeport location (815) 599-3585 or freeport@ccis.edu.

III. UPDATES

This agreement is developed using the HCC 2017-2019 Academic Catalog, the 2017-18 CC Academic Catalog and the 2016 General Articulation Agreement between the two institutions. The very nature of higher education results in periodic curriculum changes. Should these changes occur to either the HCC AAS Nursing degree or the CC BSN degree, the institution with the change will notify the partner institution and a new Education Plan will be developed, as necessary.

Dr. David Starrett, Columbia College
Provost/Vice President for Academic Affairs

Christina Kuberski, Highland Community College
Executive Vice President/Chief Academic Officer

**AGENDA ITEM #IX-A-2
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**CONTRACT AWARD
WELDING CERTIFICATION PROGRAM SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached five-year contract with the Federal Bureau of Prisons for the provision of Welding Certification Program Services to be rendered for the Administrative United States Penitentiary in the amount of \$226,540.00.

BACKGROUND: Through the fulfillment of this contract, the College will provide all the instructional training for each participant of the cohort from Thomson. Each participant has been screened by Thomson and identified as comparatively low risk. The participants will be able to complete the 16 credit Welding Certificate during the Summer and Fall semesters (June – December). Upon completion of the program, each successful completer will be in a position to enter the workforce as an entry-level welder or pursue an apprenticeship program.

BOARD ACTION: _____



**U.S. Department of Justice
Federal Bureau of Prisons
Administration Division**

*Field Acquisition Office
Grand Prairie, Texas 75051*

Highland Community College Foundation
Attn: Scott Anderson, Dean of Business and Technology
2998 W. Pearl City Road
Freeport, IL 61032

Re: Offer of Contract Award – Welding Certification Program Services.

Dear Mr. Anderson:

Please accept this letter as the official offer of award of contract 15B41918D00000007; a result of solicitation 15B41918Q0000004 for the provision of Welding Certification Program Services to be rendered for the Administrative United States Penitentiary (AUSP) located in Thomson, Illinois. **The base period of the contract is effective on May 1, 2018.**

Enclosed is the contract. **Please review and indicate your firm's acceptance of the terms and conditions by signing page 1 of the SF 1449 and returning a signed copy to me for inclusion in the contract file. Please email this submission to jseratt@bop.gov at your earliest convenience.**

The Contracting Office located at the AUSP Thomson is designated as the Contract Administration Office (CAO) for this contract and shall be your first point of contact for contractual issues; however, I will be available to offer assistance if necessary. Mr. Robert Cox is the Supervisory Contract Specialist at AUSP Thomson and may be reached at (815) 259-1608 or via email at rcox@bop.gov.

Pursuant to FAR 22.805(a)(9)(b), I am providing you with the Equal Employment Opportunity poster entitled "Equal Employment Opportunity Is The Law." Please ensure this poster is displayed in a prominent and accessible place at the worksite before contract performance begins.

Pursuant to Department of Justice Procurement Guidance Document 2016-05, I am providing you with the poster entitled "Whistleblower Information for Department of Justice Contractors, Subcontractors, and Grantees." Ensure that your contractors and subcontractors receive a copy of this poster and provide Mr. Cox with an affirmative response when this task has been completed. Your response will become part of the contract administration file.

On behalf of the Federal Bureau of Prisons, we look forward to a successful working relationship with you under the terms of this new contract. If you have any questions, please contact Mr. Cox, or feel free to call me at (972) 352-4558.

Sincerely,

//s//

Jim D. Seratt, Contracting Officer

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



*Department of Justice
Office of the Inspector General*

WHISTLEBLOWER INFORMATION

for

DEPARTMENT of JUSTICE CONTRACTORS, SUBCONTRACTORS, AND GRANTEES

Employees of Department of Justice contractors, subcontractors, and grantees perform an important service by reporting what they reasonably believe to be evidence of wrongdoing.

Whistleblowers perform an important service to the Department of Justice (DOJ) and the public when they come forward with what they reasonably believe to be evidence of wrongdoing: They should never be subject to reprisal for doing so.

Federal law protects federal employees against reprisal for whistleblowing. In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

The Department of Justice Office of the Inspector General (DOJ OIG) has jurisdiction to investigate allegations of reprisal for whistleblowing by employees of DOJ contractors, subcontractors, and grantees. Information on how to report suspected reprisal to the OIG is available at: <https://oig.justice.gov/hotline/>.

What is a whistleblower?

A whistleblower is an employee of a Federal contractor, subcontractor, or grantee who discloses information that the individual reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To whom must the disclosure be made to be protected?

To be protected under the NDAA, a disclosure regarding a DOJ contract, subcontract, or grant must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at DOJ;
- An otherwise authorized official at DOJ or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

(Disclosures involving classified information should be made in accordance with otherwise applicable laws, and individuals should consult with the OIG to ensure that such disclosures are made appropriately).

What can I do if I believe retaliation has occurred?

Employees of contractors, subcontractors, or grantees may file a complaint under the NDAA with the OIG, which will investigate the matter unless the OIG determines that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. If the OIG finds that retaliation has occurred, it can recommend that the Department order the contractor, subcontractor, or grantee, to take remedial action, such as reinstatement or back pay.

Also, if you are an employee of DOJ or of a DOJ contractor, subcontractor, or grantee and you suspect that a personnel action or an action affecting access to classified information has been taken against you in reprisal for making a disclosure of wrongdoing, you may report it to the OIG.

Nothing in a non-disclosure agreement should be interpreted as limiting your ability to provide information to the OIG.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on the OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>

Note: The OIG does not have authority to investigate EEO complaints. For such matters, please refer to the [DOJ Equal Employment Opportunity Office](https://justice.gov/jmd/eeos), website <https://justice.gov/jmd/eeos>. If you wish to make a whistleblower disclosure or report reprisal for doing so outside DOJ, you may contact the [U.S. Office of Special Counsel](https://osc.gov), website <https://osc.gov>.

How can I report wrongdoing to DOJ OIG?

If you know about waste, fraud, abuse, misconduct, or whistleblower reprisal relating to a Department of Justice (DOJ) employee, program, contract, or grant you may report it to the OIG through the following:

Website: <https://oig.justice.gov/hotline>

Hotline: (800) 869-4499

Fax: (202) 616-9881

Mailing Address:

U.S. Department of Justice
Office of the Inspector General
Inspections Division
1425 New York Avenue, N.W.
Suite 7100
Washington, D.C. 20530-2001

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| | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30 | | | | 1. REQUISITION NUMBER RP# 118-18 | |
| 2. CONTRACT NO. 15B41918D0000007 | | 3. AWARD/EFFECTIVE DATE 05/01/2018 | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 15B41918Q0000004 |
| 7. FOR SOLICITATION INFORMATION CALL: a. NAME Jim D. Seratt; jseratt@bop.gov | | | b. TELEPHONE NUMBER (No collect calls) 972-352-4558 | | 6. SOLICITATION ISSUE DATE 01/10/2018 |
| 9. ISSUED BY Federal Bureau of Prisons Field Acquisition Office U.S. Armed Forces Reserve Complex 346 Marine Forces Drive Grand Prairie, TX 75051 | | | CODE 15BFA0 | 10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR | |
| | | | <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) | NAICS: 611210 SIZE STANDARD: \$20,500,000 |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS NET 30 | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | 13b. RATING |
| 15. DELIVER TO Federal Bureau of Prisons Administrative United States Penitentiary 1100 One Mile Road Thomson, IL 61285 | | | CODE BTOM | 16. ADMINISTERED BY Federal Bureau of Prisons Administrative United States Penitentiary 1100 One Mile Road Thomson, IL 61285 | |
| 17a. CONTRACTOR/OFFEROR HIGHLAND COMMUNITY COLLEGE FOUNDATION Doing Business As: COMMUNITY COLLEGE DISTRICT #519 2998 W PEARL CITY RD FREEPORT, IL 61032-9341 DUNS: 010216521 TELEPHONE NO. | | CODE 362616076 | FACILITY CODE 010216521 | 18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons Administrative United States Penitentiary PO Box 1001 Thomson, IL 61285 | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE |
| | Provision of Basic Welding Certificate Program Services in accordance with the Statement of Work. See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated by individual task orders issued by AUSP Thomson | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$45,800 - Base Year Estimated Maximum | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/> | | | 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/> | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) JIM SERATT Digitally signed by JIM SERATT DN: c=US, o=U.S. Government, ou=Dept of Justice, ou=BOP, cn=JIM SERATT, 0.9.2342.19200300.100.1.1=15001002956049 Date: 2018.03.07 14:09:30 -06'00' | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | 31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) | | 31c. DATE SIGNED |
| | | | Jim Seratt | | 03/07/2018 |

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|--------------|--------------|
| 0001 | Base Year Estimated Maximum. Student Certifications in Basic Welding. The Government anticipates that an estimated maximum of 12 certificates will be completed during this one year performance period. | 12.000000 | EA | \$3,800.0000 | \$45,600.00 |
| 0002 | Base Year: Annual Contractor Training at A USP Thomson | 1.000000 | EA | \$200.0000 | \$200.00 |
| 0003 | Option Year 1 Estimated Maximum. Student Certifications in Basic Welding. The Government anticipates that an estimated maximum of 12 certificates will be completed during this one year performance period. | 12.000000 | EA | \$3,500.0000 | \$42,000.00 |
| 0004 | Option Year 1: Annual Contractor Training at A USP Thomson | 1.000000 | EA | \$200.0000 | \$200.00 |
| 0005 | Option Year 2 Estimated Maximum. Student Certifications in Basic Welding. The Government anticipates that an estimated maximum of 12 certificates will be completed during this one year performance period. | 12.000000 | EA | \$3,660.0000 | \$43,920.00 |
| 0006 | Option Year 2: Annual Contractor Training at A USP Thomson | 1.000000 | EA | \$200.0000 | \$200.00 |
| 0007 | Option Year 3 Estimated Maximum. Student Certifications in Basic Welding. The Government anticipates that an estimated maximum of 12 certificates will be completed during this one year performance period. | 12.000000 | EA | \$3,830.0000 | \$45,960.00 |
| 0008 | Option Year 3: Annual Contractor Training at A USP Thomson | 1.000000 | EA | \$200.0000 | \$200.00 |
| 0009 | Option Year 4 Estimated Maximum. Student Certifications in Basic Welding. The Government anticipates that an estimated maximum of 12 certificates will be completed during this one year performance period. | 12.000000 | EA | \$4,005.0000 | \$48,060.00 |
| 0010 | Option Year 4: Annual Contractor Training at A USP Thomson | 1.000000 | EA | \$200.0000 | \$200.00 |
| TOTAL | | | | | \$226,540.00 |

Large Business - Other Government Entity

In accordance with the terms and conditions of this contract, the base period requirement is awarded in the estimated maximum amount of \$45,800 for the required services.

Funds will be obligated by individual task orders issued by A USP Thomson Contracting staff.

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2.2 Pricing Methodology

The pricing provided shall include all costs associated with providing the requirements outlined in the Statement of Work. The quantity of supplies to be provided by the Contractor is estimated. These estimates are not a representation to a quoter or contractor that the estimated quantities will be required or ordered, or that conditions affecting requirements will remain stable or normal.

2.3 Statement of Work

Subject:

The Federal Bureau of Prisons, Field Acquisition Office, intends to make a single award to an accredited post-secondary institution, vocational training or industry-based school that will be responsible for providing instruction in a Basic Welding Certification Program for the inmate population located at the A USP Thomson, Illinois. Successful completion of the training program must qualify inmates for at least entry-level employment in the welding trade upon release.

Place of Performance:

Occupational training instruction will be performed in classrooms at the contractor's facility. The contractor's facilities shall be no further than 50 miles from A USP Thomson (1100 One Mile Road, Thomson, IL 61285) in order to be considered for contract award.

Schedule:

The contractor will normally provide instruction five hours of instruction per day, 5 days per week, excluding Federal Holidays. Work hours will normally be between 9:00 A.M. through 2:00 P.M. These hours may be adjusted by mutual agreement of both parties.

Due to the nature of the correctional setting, delays in performance of work may be experienced. Such delays may include but are not limited to inclement weather, electrical or mechanical problems, or other security matters.

It is anticipated that the certificate program would be completed for each student class in a period of one year consisting of two semesters.

Education and Qualifications:

The contractor shall not be a self-employed individual or individual employed by a post-secondary institution. The contract must be between A USP Thomson and awarded post-secondary institution, vocational training school or industry-based school.

The occupational education program must fall under the provider's umbrella of accreditation and lead to transferrable credits resulting in a college certificate, A.A., A.A.S. or A.S. degree. Industry-accepted certification is also acceptable. Providers must be accredited by a recognized accrediting agency. If required for employment, certification tests from outside organizations may be administered to individual inmates upon completion of a specific occupational education program. However, the individual skill competency certification will not replace the training program's overall accreditation.

The occupational education program must lead to a college certificate, A.A., A. S., A.A.S. or industry-recognized certificate qualifying inmates for at least an entry-level position of employment. Credits earned from the college certificate, A.A., A.S., or A.A.S. must be transferrable to a four-year college.

Four-year degree programs and programs in liberal arts/general studies are not authorized, although limited and specific courses of a liberal arts/general studies nature may be permitted if directly related to preparation for a specific occupation or vocation.

Supplies and Equipment:

The contractor will provide the following supplies, equipment, and curriculum materials:

One set of textbooks, workbooks and other tools and materials customarily provided to college level students for each course for 12 students for each contract performance period. Textbooks shall be utilized from one class to the next and one contract performance period to the next until there is an edition change. The contractor shall be responsible for bearing the expense of

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providing updated textbooks resulting from edition changes, in the quantities set forth herein. Textbooks provided by the contractor may be "used" as long as they are in a condition customarily deemed acceptable for use by college-level students.

AUSP will be responsible for providing replacements for any textbooks, workbooks, etc which are lost, misplaced, confiscated or destroyed after issuance to the student.

The contractor may make recommendations to the Supervisor of Education pertaining to the selection and purchase of additional supplies and equipment.

Description of Duties:

The contractor will provide instruction for a Basic Welding Certification Program in accordance with Bureau of Prisons Program Statement 5353.01, Occupational Education Programs, and Bureau of Prisons Program Statement 5300.21, Education, Training and Leisure Time Program Standards.

Twenty-fourty percent (20-40%) of the curriculum's competencies must be hands-on replication of the actual work environment. Application of hands-on work must be occupational in nature. An institution live work project may be utilized to demonstrate or apply hands-on competencies. Electronic or computer-based simulation does not satisfy the hands-on or live work requirement.

The Supervisor of Education must approve live work projects.

Marketable programs shall afford inmates the opportunity to gain in demand skills in a specific occupation, industry, or trade. The marketable program must qualify inmate graduates for at least an entry-level position in the welding trade. As a precondition of the proposal for the contract, the contractor shall specify in writing to the Supervisor of Education the position(s) of employment for which inmate graduates will be eligible to apply.

The Supervisor of Education shall determine the minimum and maximum number of enrollments. However, the Government anticipates that a minimum of 6 students and a maximum of 12 students will be enrolled in the program each performance period. Instructors are responsible for the maintenance of transcripts, student attendance records, statistics, and certification records.

The contractor will provide a written curriculum which establishes measurable behavioral objectives and procedures. The curriculum must include clear criteria which establish minimum expectations for program completion, provisions for the assessment of student progress, must identify the hands-on competencies and must require the students to demonstrate them. In addition to core classes needed to attain a college certificate, an industry-accepted certificate, an Associate in Arts degree (A.A.), an Associate in Science degree (A.S.), or an Associate in

Applied Science degree (A.A.S.), the curriculum must also include a course on resume development.

The contractor shall assist in the recruitment of employers affiliated with the identified occupation to participate in the institution's mock job fair.

Inmate Management:

Provision of services will require frequent and unsupervised contact with inmates. The inmates eligible for this program have been classified by the Bureau of Prisons as minimum security. Inmates designated with this security classification have Bureau of Prisons approval to transport themselves in a Bureau of Prisons issued vehicle to/from the contractor's facility. The inmate students will not be accompanied by a Bureau of Prisons staff member.

The contract employee shall not be responsible for the management of any inmates, other than to ensure inmates involved within the contract's scope of work abide by all rules to ensure their safety and well-being. The contractor is to constantly be aware of security and maintain a professional relationship with inmates at all times. Any violation of the institution rules and regulations are to be brought immediately to the attention of any Government employee employed at the institution. The contractor will be required to provide documentation to the COR, or designee, of any infractions of institutional rules and regulations by inmates for proper action.

The successful contractor shall attend the Institution Familiarization Orientation program prior to assuming contract

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involvement. The program is approximately four hours in length.

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Section 3 – Contract Clauses**ADDENDUM TO FAR 52.212, Contract Terms and Conditions – Commercial Items (Jan 2017)**

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

| 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far | |
| Clause | Title |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) |
| 52.232-18 | Availability of Funds (Apr 1984) |

Clauses by Full Text**52.216-18 Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the current performance period through the last day of the current performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one certification, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the estimated quantities in the Schedule of Items within the current performance period; or

(2) Any order for a combination of items in excess of the estimated quantities in the Schedule of Items within the current performance period; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance,

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with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the last day of the effective performance period.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 years.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30 of the base year or any option year exercised. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year or any option year exercised, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.24-403-70 Notice of Contractor Personnel Security Requirements (Oct 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) ¹ entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors,"

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Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
 - High Risk - Background Investigation (5 year scope)
 - Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
 - Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:

- 1) Favorable review of the security questionnaire form;
- 2) Favorable fingerprint results;
- 3) Favorable credit report, if required;³
- 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
- 5) Favorable review of the National Agency Check (NAC)⁴ portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

- a. Favorable review of the security questionnaire form;
- b. Favorable fingerprint results;
- c. Favorable credit report, if required;⁵ and
- d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.

b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.

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- c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
- d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
- e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

Notes:

1. FIPS 201 is available at: www.csre.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block " B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

(End of clause)**52.242.1502 Evaluation of Contractor Performance Utilizing CPARS (Apr 2011)**

The services, although not directly supervised, shall be reviewed by the Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contractor monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the file. In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive and e-mail from the Focal Point thru the following website address webpmsmh@navy.mil when the contractor is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of clause)**52.27-103-72 DOJ Contractor Residency Requirement (June 2004)**

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. Legally resided in the United States (U.S.);
2. Worked for the U.S. overseas in a Federal or military capacity; or
3. Been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

(End of clause)

[END OF ADDENDUM TO FAR 52.212-4]

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52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Nov 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

XX (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

XX (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

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- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Nov 2016) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- XX** (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- XX** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- XX** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX** (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- XX** (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- XX** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- XX** (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- XX** (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX** (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- XX** (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- XX** (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

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- ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- XX** (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- XX** (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- ___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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(xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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Section 4 – Special Contract Conditions

Type of Contract: The Government contemplates a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation.

The resulting contract will include a base year period from the effective date of award (EDOA) through 12 months from the EDOA with four (4) possible 12-month option years for renewal at the unilateral discretion of the Government. Quoters are advised that the Government has the unilateral right to exercise option periods in accordance with FAR 43.103(b) and 52.217-9, "Option to Extend the Term of the Contract."

Performance Period(s): The effective date of award (EDOA) is May 1, 2018.

Base Year: EDOA through 12 months from EDOA
 Option Year 1: 13 months from EDOA through 24 months from EDOA
 Option Year 2: 25 months from EDOA through 36 months from EDOA
 Option Year 3: 37 months from EDOA through 48 months from EDOA
 Option Year 4: 49 months from EDOA through 60 months from EDOA

Point of Acceptance: The point of acceptance of services is AUSP Thomson.

Reviews: The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of supplies rendered under this contract. All records shall be subject to review by the Contracting Officer or other representative of the BOP.

Payments will be denied when such services do not support the charges or if the supply is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

Contracting Officer Responsibility: Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

Contract Administration Office (CAO): The Contracting Office at AUSP Thomson is assigned to be the CAO for a resultant contract. This assignment carries with it the authority to perform all normal contract administration functions as listed in FAR 42.302(a), items 1 through 70; to the extent those functions apply to this contract. This assignment also includes delegation of authority to perform functions specified in FAR 42.302(b), items 1 through 11.

Ordering Official: Delivery orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an ordering official for AUSP Thomson with an appropriate certificate of appointment. Each delivery order will identify the services schedule for that period. Orders can be issued orally, by facsimile, mail, or electronic commerce methods. Task orders will take the form of a purchase request or purchase card acquisition form.

Contract Security/Investigative Requirements: The Contractor will not be subject to Government supervision, except for security related matters and monitoring of contract performance.

The following investigative procedures may be applied and appropriate forms completed before any Contractor employees are permitted inside an institution:

National Crime Information Center (NCIC) Check
 DOJ-99 - Name Check
 FD-258 - Fingerprint Check
 Law Enforcement Agency Check
 Vouchering of employers over the past five years for each individual instructor or employee
 Resume/Personal Qualifications
 OPM-329-A - Authority for Release of Information

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NACI Check (if applicable)

In addition to the above procedures, Contractor employees must agree to undergo a urinalysis test (for the detection of marijuana and other drug usage). If a test result is positive, the individual(s) shall be excluded and the Contractor shall provide acceptable replacement personnel subject to the same security requirements. Before a quote can be considered for award, the Contractor must agree to submit to the all the above security requirements.

**AGENDA ITEM #IX-B-1
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY 4.17
LEAVE, MILITARY**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve for second reading the attached revised policy 4.17 Leave, Military, which is included in Chapter IV, Personnel, of the Policy Manual.

BACKGROUND: The proposed revisions to the policy are attached. Some changes were required by law, other changes were made to clarify and better organize the information within the policy. The revision to Policy 4.17 is being considered separately from the second reading of Chapter IV because the updates were not included in the first reading of Chapter IV, which was approved at the January 16, 2018, Board meeting.

No additions or revisions have been made since Trustees approved the first reading during the February 20, 2018, regular meeting.

BOARD ACTION: _____

4.17 Leave, Military (Revised affirmed 12/20/11)A. Eligibility and Request:

Military leave benefits (including job restoration rights) shall be applicable to all full-time employees. A leave of absence for military service must be requested by the employee in order to be granted, and must be requested with as much advance notice as possible in order to enable the work of the department to be continued. All part-time and full-time employees (excluding temporary positions) are eligible for military leave. As outlined in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), leaves of absence will be granted to an employee as a means of protecting the re-employment rights (job and benefits restoration) of an employee who voluntarily or involuntarily leaves their position to undertake military service. In order to be eligible for reemployment, the employee must:

1. give advance notice of the service;
2. have no more than five years of cumulative service in the uniformed services while employed at Highland Community College;
3. return to work in a timely manner after conclusion of service, and;
4. have not been separated from service with a disqualifying discharge or under other than honorable conditions.

B. Returning From Leave:

1. Upon completion of active military service, employees shall be entitled to continued employment rights and reemployment rights consistent with USERRA. Employees returning from active duty should notify the College of the conclusion of their active duty as soon as possible as consistent with USERRA.
 - a. If the employee is gone for up to 30 consecutive days, he/she must report back to work for the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and safe transportation, plus an 8-hour period for rest, unless this deadline is "impossible or unreasonable" through no fault of the employee.
 - b. If the employee is gone for 31 – 180 days the employee must return to work no later than 14 days after completion of the period of service.
 - c. After a period of 181 or more days, the employee must return to work no later than 90 days after completion of the period of service.
 - d. The deadlines may be extended up to two years to accommodate a period during which the employee was hospitalized for or convalescing from an injury or illness that occurred or was aggravated during a period of military leave.

2. If, as a result of service in the armed services, the employee is not physically or mentally qualified to perform the duties of the former or equivalent position, the College will make every effort to offer employment in a position for which the employee's is qualified to perform, at the rate of normal compensation for that position.
3. The College may request evidence of the employee's date of discharge or release from active duty.
4. Upon completion of the leave, the employee may apply to the State Universities Retirement System for service credit for the length of their leave as long as they meet the return from leave qualifications under SURS.
5. Upon return to active employment from Military Leave of Absence, the employee shall have the Military Leave of Absence time credited to the employee's length of service.
6. Replacement appointments to the position vacated by an employee on a Military Leave of Absence shall be made with the understanding that the new employee is being employed pending the return of the original employee.
 - a. However, the new employee, during the period of replacement, shall be considered a regular employee and will be accorded the privileges of such employment status.
 - b. It shall be the responsibility of the immediate supervisor to inform the new employees at the time of appointment of their employment status.
7. An employee returning from Military Leave shall not be discharged from the employee's position without cause for up to one year after such restoration, depending on length of leave.

C. Compensation and Benefits for Employees on Extended Leave:

1. Consistent with the Illinois Public Community College Act (110 ILCS 805-3-26.1) and the Illinois Military Leave of Absence Act (5ILCS 325/1), employees who are also members of the Illinois National Guard, Illinois State Militia, or the Reserve components of the naval, air, or ground forces of the United States and who are mobilized to active duty shall continue during the period of active duty to receive their regular compensation at the College, minus an amount equal to their military service active pay.
2. During active duty leave, employees' seniority and other benefits, including health insurance, with continue to be received or accrued.

3. The employee is required to furnish proof of military compensation prior to receiving pay from the College.

D. Compensation and Benefits for Full-time Employees in Military Training:

1. Consistent with the Illinois Military Leave of Absence Act (5ILCS 325/1), full-time employees who are also members of the Illinois National Guard, Illinois State Militia, or the Reserve components of the naval, air, or ground forces of the United States may be granted leave of absence for such periods of time as:
 - a. basic training;
 - b. special or advanced training, whether or not within the State, and whether or not voluntary;
 - c. annual training, and;
 - d. any other training or duty required by the United States Armed Forces.
2. During these leaves, employees' seniority and other benefits, including health insurance, will continue to be received or accrued.
3. During leaves for annual training, the employee shall continue to receive their regular compensation.
4. During leaves for basic training, for up to 60 days of special or advanced training, and for any other training or duty required by the United States Armed Forces, if the employee's compensation for military activities is less than their regular compensation at the College, they will receive their regular compensation minus the amount of their base pay for military activities.
5. During leaves for basic training, special or advanced training or any other training or duty required by the United States Armed Forces, the employee is required to furnish proof of military proof of military compensation prior to receiving pay from the College.

B. ~~Extended Active Duty:~~

1. ~~A leave of absence for extended military service is granted to an employee as a means of protecting the re-employment rights of a full-time employee during the absence from the position.~~
2. ~~Military Leave of Absence (without pay) for service in the armed forces of the United States or the State of Illinois shall be granted, upon application, when a full-time employee is required to perform such service. Such service may occur through enlistment through Selective Service, or through membership in the National Guard or a Reserve component of the armed forces of the United States.~~

3. ~~The provisions of this policy shall apply both to voluntary enlistment and to induction into service by draft or conscription.~~
4. ~~The terms of Military Leave of Absence for military training and service may extend to such date as the employee is able to obtain release from active duty plus sixty calendar days.~~
5. ~~If an employee re-enlists after the expiration of the first enlistment, or draft obligation, or voluntarily remains in service beyond the expiration of required service, the employee shall not be eligible for further Military Leave of Absence.~~
6. ~~Employees who have not taken their annual vacation prior to call into the armed forces shall be granted such vacation, or portion thereof, earned. The effective date of their Military Leave of Absence is the date immediately following the termination of such vacation. Vacation credit will not accumulate during the period of the Military Leave of Absence.~~
7. ~~Upon return to active employment from Military Leave of Absence, the employee shall have the Military Leave of Absence time credited to the employee's length of service.~~
8. ~~Sick leave credit will not accumulate during Military Leave of Absence; however, upon return to active service, the employee's previous accumulated balance, if any, of sick leave will be restored to the employee's account.~~
9. ~~When a State Universities Retirement System member is placed on Military Leave, they receive their service credit with no contributions required as long as they meet the return from leave qualifications under SURS.~~
10. ~~Within sixty (60) calendar days after release from active duty, an employee shall be restored by the College to the employee's former position or at the discretion of the College, to one of similar requirements and compensation providing:~~
 - a. ~~The employee has not received a type of military service discharge which would render him/her unfit for the position;~~
 - b. ~~The employee requests re-employment at the earliest possible date but not to exceed forty (40) days after release from active duty or from hospitalization continuing after discharge for a period of not more than one year;~~
 - c. ~~The employee is qualified to perform the duties of the position;~~
 - d. ~~That the College's circumstances have not so changed as to make it impossible or unreasonable to do so.~~

~~Such person shall not be discharged from such position without cause within one year after such restoration.~~
11. ~~If, as a result of service in the armed forces, the employee is not physically or mentally qualified to perform the duties of the former or equivalent position, the College will make every effort to offer employment in a~~

position for which the employee's physical and mental condition permits performance, at the rate of normal compensation provided for that position.

12. The College may request evidence of the employee's date of discharge or release from active duty.
13. Replacement appointments to the position vacated by an employee on a Military Leave of Absence shall be made with the understanding that the new employee is being employed pending the return of the original employee.
 - a. However, the new employee, during the period of replacement, shall be considered a regular employee and will be accorded the privileges of such an employment status.
 - b. It shall be the responsibility of the immediate supervisor to inform the new employees at the time of appointment of their employment status.

C. Annual Military Training or Emergency Duty:

1. Highland Community College's employees employed on a full-time basis who are also members of the Illinois National Guard or of the Reserve components of the naval, air, or ground forces of the United States, may be granted leave of absence for such periods of time as:
 - a. Members of the National Guard are in the Military service on training, civil disturbance, or emergency duty of the State of Illinois under the order of the Governor as Commander In Chief.
 - b. Members of any Reserve component under the order of the authority thereof, are performing limited military training service.
2. Leave for training duty will normally be limited to a maximum of fifteen (15) days in any one calendar year. However, for involuntary service on state duty for civil disturbance or an emergency situation, the leave granted will be for the duration of such duty.
3. Such leaves of absence for annual training or emergency duty will be without pay. However, for involuntary service on state duty for civil disturbance or an emergency situation, vacation credit, personal leave days, and sick leave credit will accrue.
4. If the employee prefers, the employee may request that all or part of their absence for annual military training or emergency duty be charged to vacation and/or personal leave days, rather than have the time granted as a leave without pay.

**AGENDA ITEM #IX-B-2
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

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

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading the attached revised policy 4.131 Leave, Family and Medical Leave Act, which is included in Chapter IV, Personnel, of the Policy Manual.

BACKGROUND: The proposed revisions to the policy are attached. Some changes were required by law, other changes were made to clarify and better organize the information within the policy. The revision to Policy 4.131 is being considered separately from the second reading of Chapter IV because the updates were not included in the first reading of Chapter IV, which was approved at the January 16, 2018, Board meeting.

No additions or revisions have been made since Trustees approved the first reading during the February 20, 2018, regular meeting, other than correcting the policy number on the footer at the bottom of each page.

BOARD ACTION: _____

4.131 Leave, Family and Medical Leave Act (FMLA) (Revised 12/2011)

The College may grant family or medical leave of absence, or both, for eligible employees for up to 12 weeks per year (52 consecutive weeks). For purposes of this policy, the family or medical leave year will commence on the first day that family or medical leave is taken. FMLA also provides military caregiver leave for up to 26 weeks during a "single 12-month period" for the care of a covered servicemember with a serious injury or illness. A leave taken under this policy must be a qualified leave reason as defined below. This leave of absence must be necessary for medical reasons or result from family circumstances. The College may grant a leave of absence for medical reasons to any employee who cannot work because of a serious health condition. Serious health conditions must prevent the employee from performing the functions of his or her position. These conditions include pregnancy or pregnancy-related conditions that prevent the employee from performing the functions of her position.

A. Qualified Leave Reasons:

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

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

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

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

~~The College may also grant a leave of absence under certain critical family circumstances: the birth of an employee's child; the placement of a child with an employee for adoption or foster care; or when the employee is needed to care for a~~

~~child, spouse, or parent who has a serious health condition. A serious health condition is an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. Civil Union partners are not covered under Federal law and therefore are excluded from this policy.~~

B. Compensation and Benefits During Family and Medical Leave:

Family or medical leave of absence, or both, is available in addition to, and not in lieu of, other policies such as sick leave, personal leave, vacation time, etc. Accumulated, unused leave days (sick leave, compensatory, vacation, personal days) must be used concurrently with FMLA. When accrued leave days have been exhausted, an employee on FMLA may request approval for a withdrawal of days from the Sick Leave Bank, following Sick Leave Bank guidelines, if they are an eligible participant. Requests for Sick Leave Bank days can only be made if the leave is for their own serious medical condition. The employee on leave will work with Human Resources to request a withdrawal of days from the Sick Leave Bank. Any portion of the FMLA period for which accrued leave or Sick Leave Bank days are not available will be unpaid.

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

~~The College may also grant a leave of absence under Section 585 of the National Defense Authorization Act where employees otherwise eligible for FMLA may take up to 12 weeks of FMLA-protected leave because of any qualifying exigency arising from the fact that the employee's spouse, son, daughter or parent is on or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation as defined by the Secretary of Labor. Under this same act, an employee is allowed to take up to 26 workweeks of leave during a single 12-month period to care for a spouse, son, daughter, parent or next of kin with illness or injury incurred in the line of duty while in the Armed Forces or National Guard or Reserves. Next of kin is defined as "nearest blood relative."~~

CA. Eligibility for Family and Medical Leave of Absence:

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

DB. Application for Leave/Notice by Employee:

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

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

EG. Certification Procedure (non-military):

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

To request leave for an employee's own serious health condition, form WH-380-E must be completed by the employee's health care provider. It is the responsibility of the employee to submit the written medical certification **within 15 calendar days of the date the certification is requested by Highland.** FMLA certification forms may be obtained in Human Resources and must be submitted in a timely manner.

The written medical certification must state:

1. The date of which the serious medical condition commenced.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition and its duration.
4. If the basis for a proposed leave of absence is an employee's own serious health condition, the written medical certification must also include a statement that the employee is unable to perform the functions of his or her position. If the basis for a proposed leave of absence is the serious health

~~condition of a spouse, child, or parent, the written medical certification must also include a statement that the employee is needed to care for the spouse, child, or parent, as well as an estimate of the amount of time the employee is needed to provide the care.~~

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

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

FMLA certification forms are available in Human Resources.

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

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

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

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

FMLA certification forms are available in Human Resources.

~~If the leave is to care for an injured servicemember, the employee must provide a health care provider certification indicating the servicemember is:~~

- ~~• Undergoing medical treatment, recuperation or therapy;~~
- ~~• Assigned as an outpatient to a military medical treatment facility or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care; or~~

~~• Otherwise on the temporary disability retired list.~~

~~If an employee requests leave due to a "qualifying exigency" due to a spouse, son, daughter or parent's active duty service, the employee must provide a supporting certification issued at such time and in such manner as the Secretary may by regulation prescribe.~~

G. Approval/Denial of Leave

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

DH. Conditions of Family and Medical Leave of Absence:

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

1. In its discretion, the College may require an employee taking an approved leave of absence to periodically report on his or her status and intention to return to work.
2. The College may contact the provider to authenticate or clarify information contained in the medical certification. Additionally, the College may contact the appropriate unit of the Department of Defense to confirm that the covered military member is on active duty or call to active duty status.
3. An employee taking an approved leave of absence may not work for another employer doing the same or similar duties that the employee's medical certification form says he or she is unable to perform. engage in other work or employment during the leave of absence. If an employee engages in the same or similar duties for another employer that have been restricted by a medical provider other work or employment during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the College.
43. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, the College may require the employee to temporarily transfer to an alternative position that accommodates the employee's recurring absences or part-time schedule.
45. ~~When applicable, spouses that are both employed by the College are entitled to 12 weeks of leave in total, rather than 12 weeks leave of absence~~

each (or 26 weeks in total in the case of caring for a covered servicemember) if the leave is for the birth or care of a child, the placement of a child for adoption or foster, or a qualifying military exigency.

56. If at the time of applying for a leave of absence or during the leave of absence the employee intends not to return to work or decides not to return to work after completion of the leave of absence the employee will be liable to and required to reimburse the College for the cost of payments made to maintain the employee's benefits during the leave of absence, unless the failure to return to work was due to the recurrence or onset of a serious health condition, or was otherwise beyond the employee's control. If the employee decides not to return to work, they have the ability to continue any health insurance coverage for 18 months from the date benefits are terminated under COBRA.

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

EI. Conditions if on FMLA to Care for Injured Servicemember under National Defense Authorization Act:

The law provides that leave taken under this section is only available during a single 12-month period. Additionally, employees who utilize this provision are eligible for a combined total of 26 weeks of FMLA leave. For example, an employee who, in a single 12-month period, has already taken 12 weeks of FMLA leave for the birth of a child would be entitled to only 14 additional weeks to care for a "covered servicemember." When both husband and wife work for the same employer, the total amount of available leave to which both are entitled is limited to a combined total of 26 workweeks. In addition, the provisions under numbers ~~D4H1~~, 2, 3, 4, 6 and 57 above apply to this section.

~~F. Compensation and Benefits During Family and Medical Leave:~~

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

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

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

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

**AGENDA ITEM #IX-B-3
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY 4.223
TUITION WAIVERS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading the attached revised policy 4.223 Tuition Waivers, which is included in Chapter IV, Personnel, of the Policy Manual.

BACKGROUND: The proposed revisions to the policy are attached. A work group of those involved in implementation/operation of the policy developed the recommendations to address common situations and areas of confusion. Because the benefit is not funded by an outside source, it is more accurately described as a tuition waiver, rather than a scholarship. The recommendations clarify the waiver eligibility for each employment group and address loss of eligibility. The revision to Policy 4.223 is being considered separately from the second reading of Chapter IV because the updates were not included in the first reading of Chapter IV, which was approved at the January 16, 2018, Board meeting.

No additions or revisions have been made since Trustees approved the first reading during the January 16, 2018, regular meeting. Also, it should be clarified that, if approved, the policy would be effective with the Fall 2018 semester.

BOARD ACTION: _____

4.223 Tuition Waivers-Scholarship Fund (Revised 7/17/12)

The purpose of the tuition waiver benefit is to develop a financially sustainable benefit that encourages and supports employee professional and personal growth and adds value to the College's recruitment and retention efforts.

A. Full-Time Employees/and-Adjunct Faculty and their Dependents/Spouse or Civil Union Partner

1. The Board will provide a scholarship fundtuition waiver for full tuition coverage only at Highland Community College for all full-time employees and adjunct faculty, their spouses or Civil Union partners, dependent children, and dependent grandchildren providing space is available in the classroom and. The full-time employee or adjunct faculty must be actively employed in a full-time or adjunct faculty position during the semester of attendance.
2. This benefit is available on the employee's first day of employment or rehire. Eligibility is not retroactive; an employee must be actively employed at the start of the term to use the benefit.
3. Employees wishing to take a course during their normal working hours must secure the permission of their immediate supervisor for released time or compensatory time.
4. The number of courses taken during a normal working day by any full-time employee will be limited to one course (up to 3 credit hours)- unless special permission is granted by the employee's supervisor and the Executive Vice President.

B. Part-Time Classified Employees and their Dependents/Spouse or Civil Union Partner

1. The Board will provide a scholarship fund for full tuition coverage only at Highland Community College for all classified part-time employees providing space is available in the classroom working at least 14 hours per week. Temporary and on-call part-time employees, as well as student workers, are not eligible for this benefit.
2. The policy will be effective upon one continuous full year of employment for classified part-time employees and after completion of four continuous semesters of instruction for part-time instructors. In both cases, the part-time employee must be actively employed at Highland during the semester of attendance for the scholarship to be effective.

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

C. Part-time Faculty and their Dependents/Spouse or Civil Union Partner

1. Part-time instructors, including instructors teaching dual credit courses, are eligible for full tuition coverage only at Highland Community College if teaching at least 6 contact hours per semester. Part-time instructors paid on an hourly basis must teach at least 14 hours per week. Instructors hired to teach Lifelong Learning or Business Institute classes are not eligible.
2. Part-time instructors, including instructors teaching dual credit courses, are eligible for this benefit after completion of four consecutive semesters of instruction (instructors must teach 6 contact hours or 14 hours per week each of those four semesters). Examples of consecutive semesters are teaching fall/spring/fall/spring with no gap of employment, four consecutive fall semesters, or four consecutive spring semesters. Pre-summer and summer terms are not given consideration when determining consecutive semesters.
3. The Board will provide a scholarship fund for partial ~~half~~ tuition coverage only at Highland Community College for all part-time faculty's instructors' spouses or Civil Union partners, dependent children, and

~~dependent grandchildren providing space is available in the classroom meeting the eligibility outlined above. The scholarship will provide half the tuition coverage after completion of five cumulative years of instruction for part-time instructors' dependents (including spouse or Civil Union partner). At any time after the completion of five years of cumulative instruction by the part-time faculty, dependents and spouse or Civil Union partner will qualify for the waiver as long as the part-time faculty is actively employed at Highland during the semester of attendance.~~

- ~~4. Part-time instructors must be actively teaching Highland course(s) during the semester of attendance for the benefit to be effective. An instructor teaching 8 week classes will be treated similarly to an instructor teaching a full semester as long as they meet other eligibility criteria. For example, if an instructor teaches classes during the second eight weeks of the semester, and they or their dependent/spouse or Civil Union partner takes a class during the first 8 weeks or a full semester class, they would be eligible for the tuition waiver.~~

D. Part-time Coaches and their Dependents/Spouse or Civil Union Partner

1. Coaches and assistant coaches who are employed at least 50% time (equivalent to 20 hours per week) during the coaching season qualify for the full tuition waiver benefit.
2. Coaches and assistant coaches will be eligible upon completion of two consecutive coaching seasons.
3. Coaches and assistant coaches must be actively employed at Highland during the semester of attendance for the benefit to be effective.
4. The Board will provide half tuition coverage only at Highland Community College for all part-time coaches and assistant coaches' spouses or Civil Union partners, dependent children, and dependent grandchildren meeting the eligibility criteria outlined above.

E. Loss of Eligibility

If an employee terminates employment from Highland Community College prior to the start of the term for which they or their spouse, Civil Union partner, or dependent are receiving a tuition waiver, the waiver will be removed from the student's account. If the student chooses to remain enrolled in the class(es) they will be responsible for the cost of the tuition. If an employee terminates after the term has already started, the tuition waiver will remain on the account.

Other instances that may result in the loss of tuition waiver eligibility include the employee's hours being reduced below the minimum requirement prior to the

start of classes or a part-time instructor's class load falling below 6 contact hours before or soon after the start of classes.

F. Application of Tuition Waiver

All fees, books and supplies will be the responsibility of the employee, unless different in a union agreement.

Those wishing to use the tuition waiver scholarship fund must present the Tuition Waiver Approval Form (available on the G: drive) after being approved by Payroll/Human Resources to the cashier's office upon registration. Regular payment guidelines apply for any remaining balance.

If an employee is eligible to take advantage of the tuition waiver scholarship fund in addition to a financial aid award or scholarship, these combined forms of assistance will be applied in a manner that is most beneficial to the employee, while meeting the awarding parties' requirements.

G. Dependent Definition "Dependent" is defined as:

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

**AGENDA ITEM #IX-C-1
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
AUTOMOTIVE TECHNOLOGY INSTRUCTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Ms. Kristin Stinnett as full-time Automotive Technology Instructor in the Business and Technology Division beginning August 16, 2018, at a FY19 salary of \$50,761 (based on MA+0, 0 years' experience), plus appropriate fringe benefits. This is a full-time faculty position and is within the FY19 budget.

BACKGROUND: Ms. Kristin Stinnett comes to us from Plews & Edelman in Dixon, Illinois, where she provided technical training through presentations, demonstrations and workshops; created and designed technical documents; conducted research on new and existing vehicles in the domestic and European market; provided technical training for sales, management, and other staff; and created descriptions and technical information for EOC, TOC, Power Steering, and Brass product lines. Ms. Stinnett has served as Automotive Technician at Goodyear Tire Company in Sterling, Illinois, as Service Manager/Automotive Technician at A+ Automotive and at A Plus Auto Center both in Freeport; and as Automotive Technician at Matteson's Service Center in Durand, Illinois. Kristin served as an Automotive Technology undergraduate and then graduate assistant at Southern Illinois University in Carbondale. She also was an instructor assistant in the Automotive department while attending Highland Community College.

Ms. Stinnett obtained her Horticulture Production Certificate and an Associate's Degree in Automotive Mechanics from Highland Community College. She earned a Bachelor of Science Degree in Automotive Technology from Southern Illinois University – Carbondale and a Master of Science Degree in Workforce Education and Development, also from SIU.

Ms. Stinnett brings a wealth of experience, both in the field and in teaching. We are pleased to have her as a part of the Highland Community College faculty.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-1
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

THIRD READING – TUITION

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees considers for the third reading an increase in the in-district tuition rate from \$141.00 per credit hour to \$145.00 per credit hour effective Fall semester of 2018. In addition, it is recommended that the Board of Trustees considers for the third reading an increase in the senior citizen rate from \$106.00 to \$109.00 per credit hour effective Fall semester 2018. The formulas for figuring out-of-district and out-of-state tuition remain unchanged. These rates will be calculated after Fall 2018 tuition rates at community colleges contiguous to Highland have been determined.

BACKGROUND: While payments of the State of Illinois appropriations for FY2018 have been made regularly, payments for FY2017 have not yet been paid in full. Due to the upcoming political landscape, the likelihood of a State budget for FY2019 is uncertain.

Highland's State funding in FY2015 was \$1,685,712. Had that level been maintained annually for the subsequent three fiscal years, the College would have received about \$1.6 million more in total State funding than has been received and/or allocated. In response to this, tuition has increased, expenses have been reduced, transfers from other funds have been utilized, and the fund balance has absorbed the remaining deficit. With a \$4 tuition increase, it is expected that the fund balance would be reduced to only 9% of operating expenses.

A \$145 tuition rate effective Fall semester of 2018 coupled with our technology fee (\$19) and activity fee (\$13) may be higher than the overall state average in-district tuition and fee rate in FY18, however many colleges have not yet determined tuition and many are discussing significant increases. The Administrative Rules of the Illinois Community College Board require that the out-of-state tuition rate be set at a minimum of 1.67 times its in-district tuition rate. The out-of-district tuition rate is calculated at 1.5 times the highest in-district rate of our contiguous districts.

Early budget projections that include a small increase in property tax values and significantly diminished State support indicate that this recommended increase in tuition may require the College to evaluate additional revenue increases and/or expense reductions and adopt a deficit budget in FY19, to be offset by a planned decrease in the Operating Funds fund balance.

If (as originally planned when Illinois Community Colleges were established) State funding was one-third of the College's revenue sources, then we would only be looking at a per credit hour tuition rate of about \$120.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-2
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

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

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board enters into a lease agreement with the University of Illinois Extension for occupancy by the University of Illinois Extension – Stephenson County of approximately 2,477 square feet of space in the Community Services Center, at the following annual rates:

\$32,647.53 for the period July 1, 2018 through June 30, 2019 (FY19)
\$33,300.48 for the period of July 1, 2019 through June 30, 2020 (FY20)
\$34,049.74 for the period of July 1, 2020 through June 30, 2021 (FY21)

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

BACKGROUND: The recommendation provides for the renewal of the lease agreement with the University of Illinois Extension for a three-year period. The lease includes custodial services, utilities, and desirable covenants essential to provide understanding to both parties. The use of additional College facilities outside the leased premises in the Community Services Center is governed by policies, procedures and regulations established by Highland Community College. At the request of Margaret Larson, University of Illinois Extension County Director for Jo Daviess, Stephenson, and Winnebago Counties, the lease is being recommended for renewal for a period of three years. The new annual rates represent a 1.75% increase over FY18, a 2% increase over FY19, and a 2.25% increase over FY20. This lease includes the additional space that was approved through a separate lease at the January 20, 2015, regular Board meeting.

BOARD ACTION: _____

UNIVERSITY OF ILLINOIS SYSTEM
Urbana-Champaign • Chicago • Springfield

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

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

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| 1. | Effective Date of Lease: | 7/1/2018 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Landlord: | Highland Community College | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Landlord's Address: | Community Services Building 2998 W Pearl City Rd. Freeport, IL 61032 815-235-4125 | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Landlord's FEIN and Legal Entity Certification: | FEIN: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/></td> <td>Individual</td> <td><input type="checkbox"/></td> <td>Real Estate Agent</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Sole Proprietorship</td> <td><input type="checkbox"/></td> <td>Government Entity</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Partnership</td> <td><input type="checkbox"/></td> <td>Tax Exempt Org</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Corporation</td> <td><input type="checkbox"/></td> <td>[IRC 501(a) only]</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Not-for-Profit Corp</td> <td><input type="checkbox"/></td> <td>Trust or Estate</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Medical/Health Care</td> <td><input type="checkbox"/></td> <td>Limited Liability Company</td> </tr> </table> | <input type="checkbox"/> | Individual | <input type="checkbox"/> | Real Estate Agent | <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> | Government Entity | <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Tax Exempt Org | <input type="checkbox"/> | Corporation | <input type="checkbox"/> | [IRC 501(a) only] | <input type="checkbox"/> | Not-for-Profit Corp | <input type="checkbox"/> | Trust or Estate | <input type="checkbox"/> | Medical/Health Care | <input type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Real Estate Agent | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> | Government Entity | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Tax Exempt Org | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | [IRC 501(a) only] | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Not-for-Profit Corp | <input type="checkbox"/> | Trust or Estate | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Medical/Health Care | <input type="checkbox"/> | Limited Liability Company | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Managing Agent: | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Tenant: | The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Unit/Department: Contact Person: | University of Illinois Extension Wayne Mosser | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Building: | 2998 W. Pearl City Rd., Freeport, IL, which are the buildings in which the Premises are located. | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Premises: | Community Services Building, Freeport, IL containing 2,477 rentable square feet per plan as noted in Exhibit "A" | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | Exclusive parking areas: | Non-exclusive parking | | | | | | | | | | | | | | | | | | | | | | | | |

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|-----|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. | Initial Term: | 1 Year Commencement Date: 7/1/2018 Termination Date: 6/30/2019 |
| 12. | Renewal Option(s): | Automatic Renewal (2) per Article 4 |
| 13. | Base Rent Schedule: | \$32,647.53 Annually; \$2,720.62 Monthly |
| 14. | Renewal Terms Rent Schedule | Renewal Term 1: 2% Increase: \$33,300.48 Annually; \$2,775.03 Monthly Renewal Term 2: 2.25% Increase: \$34,049.74 Annually; \$2,837.47 Monthly |
| 15. | Rent Abatement: | None |
| 16. | Permitted Use: | Office and programming space |
| 17. | Security Deposit: | None |
| 18. | Broker: | None |
| 19. | Notice Addresses: To Landlord To Tenant | Highland Community College 2998 W. Pearl City Rd. Freeport, IL 61032 University of Illinois Real Estate Services Attention: Director 506 S. Wright Street, Suite 208 Urbana, IL 61822 And Wayne M Mosser Office of Extension and Outreach 111 Mumford Hall, MC-710 1301 W. Gregory Dr. Urbana, IL 61801 With a copy to Tenant at Premises. |

LEASE AGREEMENT

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LEASE AGREEMENT

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

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

1. DEFINITIONS.

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

Initial Term: See Summary.

Automatic Renewal: See Summary

Premises: See Summary.

Commencement Date: See Summary.

Termination Date: See Summary.

Base Rent Schedule: See Summary.

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

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

Exhibit A – Premises Plan

Exhibit B – Lease Addendum (if applicable)

Exhibit C – Summary of Services and Utilities

Exhibit D – Summary of Repairs and Maintenance Responsibilities

Exhibit E-1 – Work Letter (if applicable)

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

Exhibit F – Real Estate Lease Form Disclosure Statement

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

3. PREMISES.

- A. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions herein set forth, the Premises set forth in the Summary and being shown on the floor plan attached hereto as **Exhibit A**.
- B. Tenant will also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. Parking must accommodate the Environmental Barrier Act, P.A. 84-948 and ADA accessibility standards. Exclusive parking areas, if any, are defined in the Summary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. INSURANCE REQUIREMENTS.

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

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

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

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

16. FIRE OR OTHER CASUALTY.

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

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

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

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

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

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

21. ENTRY BY LANDLORD AND QUIET ENJOYMENT.

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

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

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

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

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

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

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

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

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

26. LAWS AND CERTIFICATIONS.

- A. Equal Employment/Non-discrimination. The policy of Tenant and Landlord is to comply with all mandatory Federal and State nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. The Tenant and Landlord will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap, unfavorable discharge from the military, or status as a disabled veteran or a veteran from the Viet Nam era. This nondiscrimination policy applies to admissions, employment, access to and treatment in the Tenant and Landlord programs and activities.
- B. Environmental Barriers Act/Handicapped Accessibility. Landlord complies with applicable provisions of the Environmental Barriers Act (401ILCS 25/1 et seq.) and the Illinois Accessibility Code 71 Ill. Adm. Code 400.
- C. State Laws. This Lease is governed and interpreted in accordance with the laws of the State of Illinois.
- D. Disclosure of Beneficial Ownership. Prior to Tenant's payment of the first month's Base Rent, Landlord will provide Tenant the names of all beneficial owners of the property of which the Premises is a part upon a properly signed and notarized Exhibit F, "Real Estate Lease Form Disclosure Statement." (50 ILCS 105/3.1).

27. MISCELLANEOUS PROVISIONS.

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

- H. Binding Effect/Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, obligations, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, but shall not operate to permit a transfer contrary to the terms of this Lease.
- I. Counterparts. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute but one and the same instrument and will be evidenced by any one counterpart. A photocopy or facsimile of a party's original signature shall be as effective as the original.
- J. Pronouns. Landlord and Tenant will include individuals male or female, singular or plural, corporations, partnerships or business entities, as may fit the particular party.

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

TENANT
THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

LANDLORD
Highland Community College

BY: _____
Avijit Ghosh, Interim Comptroller, Date

BY: _____

APPROVED:

Regional Director – UI Extension

Associate Dean or designee

Its: _____

Date: _____

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

EXHIBIT A
Floor Plan and Description of Premises
(ATTACHED)

EXHIBIT B

Lease Addendum

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

EXHIBIT C

SUMMARY OF SERVICES AND UTILITIES

(COMMERCIAL UNIT)

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

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

⁽¹⁾ Annually

EXHIBIT D

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

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

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

EXHIBIT E-1
Work Letter
Intentionally Deleted

Click here to enter text.

EXHIBIT E-2
STATEMENT OF COMPLIANCE
Intentionally Deleted

EXHIBIT F
Real Estate Lease Form Disclosure Statement
This statement must be completed by Landlord

Disclosure of the following information is required by Illinois law 50 ILCS, 105/3.1 (from Ill. Rev. Stat. ch. 102, oar. 3.1). This lease may be declared void by the State if information is not provided.

I. State the name of each individual having a beneficial interest in the leasehold and each individual, who, together with his spouse or minor children has a beneficial interest in the leasehold. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7 1/2% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7 1/2% interest, then the requirements of this disclosure may be met by so stating below.

II. For land trusts, state the name of every owner or beneficiary having an interest in the leasehold.

III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

____ NO ____ YES If "YES", explain employment and/or relationship.

IV. I, _____ state on oath or affirm that I am (title) _____ for/of (firm name) _____

and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Landlord has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

State of Illinois)
County of _____)

Signature Date

Attestation (name/title) Date

I, _____
certify on _____, 20____, _____
personally appeared before me and swore or
affirmed that ___he___ signed this document
as _____ of _____
_____ and that the information provided
was true and correct.

Notary
Seal

Notary Public

Commission Expires _____

**AGENDA ITEM #IX-D-3
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

LEASE CONTRACT FOR POSTAGE AND MAILING MACHINE

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached lease contract with Mail Finance, a Neopost USA Company, through Brent's Mailing Equipment, at a monthly cost of \$285 for 63 months, for the use of a postage and mailing machine.

BACKGROUND: The College is nearing the end of the current 63-month lease with Mail Finance for the use of a mail machine. The new lease includes a new mail machine and set payments of \$285 monthly, paid quarterly, which represents a 2% increase over the current lease.

BOARD ACTION: _____



**Product Lease Agreement
with Meter Rental Agreement**

Section (A) Office Information

| | | | |
|-----------------------------|-------------------------------------------------|----------------------------------|---------------------------|
| Office Number 661 | Office Name BRENT'S MAILING EQUIPMENT | Phone # (815) 226-8111 | Date 03/07/2018 |
|-----------------------------|-------------------------------------------------|----------------------------------|---------------------------|

Section (B) Billing Information

| | | | |
|------------------|-----------------------------------|-------|--------------|
| Company Name | HIGHLAND COMMUNITY COLLEGE | | |
| DBA | | | |
| Billing Address | 2998 W. PEARL CITY RD. | | |
| City State Zip+4 | FREEPORT | IL | 61032 |
| Contact Name | | Phone | |
| Contact Title | | Fax | |
| Email Address | | PO # | |

Section (C) Installation Information (if different from billing information)

| | | | |
|----------------------|-----------------------------------|---------------------|--------------|
| Company Name | HIGHLAND COMMUNITY COLLEGE | | |
| Installation Address | 2998 W. PEARL CITY RD. | | |
| City State Zip+4 | FREEPORT | IL | 61032 |
| Contact Name | | Phone | |
| Contact Title | | Fax | |
| Email Address | | | |
| Main Post Office | | PO 5-Digit Zip Code | |

Section (D) Products

| Qty | Model / Part Number | Description (include Serial Number, if applicable) |
|-----|---------------------|------------------------------------------------------------------------------------------------------|
| 1 | IN700DS30 | IN Series 700 Base w/ Mixed Size Feeder, Sealer, Drop Tray, Ink Cartridge, LAN Cable, INDS7 & INWP30 |

Section (E) Lease Payment Information & Schedule

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input checked="" type="checkbox"/> Standard | Number of Months First: 63 | Monthly Payment (Plus applicable taxes) \$285.00 |
| | Current Lease Number: <input type="checkbox"/> ACH (Customer to submit authorization form) | |

Section (F) Postage Meter & Postage Funding Information

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Meter Model | IN700AI | Machine Model | IN700DS30 |
| Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) | | Postage Funding Account: <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number: | |

Service Products (Check all that apply)

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-V04-16), which are also available at <http://neopostusa.com/terms/DealerLease-V04-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

| | | |
|--------------------------------------------|----------------------|---------------|
| _____ | _____ | _____ |
| Authorized Signature | Print Name and Title | Date Accepted |
| _____ | _____ | _____ |
| Accepted by Neopost USA and its Affiliates | | Date Accepted |

**AGENDA ITEM #IX-D-4
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM THE AUXILIARY FUND
TO THE OPERATING FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of \$680 from the Auxiliary Fund to the Operating Fund.

BACKGROUND: The recommended transfer was requested by the Fine Arts department to transfer funds from the Madrigal Dinner event budget to the Hospitality program due to the role the Hospitality program played in the event. The Madrigal Dinner event budget center has an accumulated fund balance of \$3,306 prior to the transfer.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-5
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM THE EDUCATIONAL FUND
TO THE RESTRICTED PURPOSES FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of \$10,996.21 from the Educational Fund to the Restricted Purposes Fund.

BACKGROUND: The recommended transfer is to support the Summerset Theater budget center which, after the summer 2017 (FY18) season, had an accumulated deficit fund balance of \$10,996.21. This budget center had a FY18 budget that included a transfer from the Educational Fund of \$4,700. Due to the depletion of the Restricted Purposes Fund fund balance, the actual results from Summerset FY18 must be supported by a transfer from the Operating Funds.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-6
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**USE OF FUNDS FROM THE AGENCY FUND FOR
YMCA POOL WALL REPAIRS AND VAPOR BARRIER**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the use of funds from the Agency Fund for the repair of the brick walls that surround the swimming pool and the application of a moisture vapor barrier to prevent future damage to walls.

BACKGROUND: The brick parapet wall that surrounds the swimming pool at the YMCA/Sports Center has deteriorated due to moisture vapors from the swimming pool escaping through the building materials and into the brick, then freezing and expanding. Large areas of brick have spawled or broken, and mortar joints have failed. This is not the first time this has happened, as evident by the repairs completed on these walls in the past. This work would repair these areas, and the application of a moisture vapor barrier would help to prevent future damage to the walls.

The YMCA Board has approved the use of the Agency Fund for this project.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-7
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF ESTIMATE FOR
YMCA POOL WALL REPAIRS AND VAPOR BARRIER**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees accepts the estimate from Winter Construction to complete the repair of the brick walls that surround the swimming pool and the application of a moisture vapor barrier to prevent future damage to walls at an estimated cost of \$47,720.00.

BACKGROUND: The brick parapet wall that surrounds the swimming pool at the YMCA/Sports Center has deteriorated due to moisture vapors from the swimming pool escaping through the building materials and into the brick, then freezing and expanding. Large areas of brick have spawled or broken, and mortar joints have failed. This is not the first time this has happened, as evident by the repairs completed on these walls in the past. This work would repair these areas, and the application of a moisture vapor barrier would help to prevent future damage to the walls.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-8
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF STATEMENT OF FINAL CONSTRUCTION COMPLIANCE
CAMPUS-WIDE SECURITY CAMERA SYSTEM PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the Statement of Final Construction Compliance for the Campus-Wide Security Camera System project, completed during 2017.

BACKGROUND: ICCB requires completion of an annual Project Status Report. It is an additional requirement to have a Statement of Final Construction Compliance completed by a licensed architect or engineer.

The Campus-Wide Security Camera System project did not incur any change orders. This project was completed within the allocated budget.

BOARD ACTION: _____

Protection, Health, and Safety Project

**Statement of Final Construction Compliance for the
Campus Wide Security Camera System for Highland Community College**

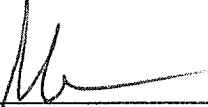
Name and address of architect/engineer providing the Statement of Final Construction Compliance:

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

Final cost of the project:

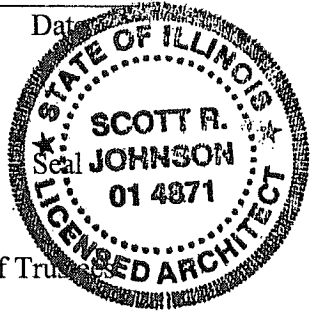
Approved Budget \$ 339,250.00 Actual Cost \$ 308,521.54

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



Architect/Engineer's Signature

001-014871
Illinois Registration or License Number

3/6/13
Date


Approved by the _____ Board of Trustees

Date _____

Signed _____, Chairperson

_____, Secretary

**AGENDA ITEM #IX-D-9
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF STATEMENT OF FINAL CONSTRUCTION COMPLIANCE
LIGHTING REPLACEMENT PROJECT (SECURITY LIGHTING UPGRADE)**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the Statement of Final Construction Compliance for the Lighting Replacement Project (Security Lighting Upgrade), completed during 2016.

BACKGROUND: ICCB requires completion of an annual Project Status Report. It is an additional requirement to have a Statement of Final Construction Compliance completed by a licensed architect or engineer.

The Security Lighting Upgrade incurred one change order deemed germane to the project. This project was completed within the allocated budget.

BOARD ACTION: _____

Protection, Health, and Safety Project

**Statement of Final Construction Compliance for the
Lighting Replacement Project for Highland Community College**

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

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

Final cost of the project:

Approved Budget \$ 168,776.00 Actual Cost \$ 168,585.04

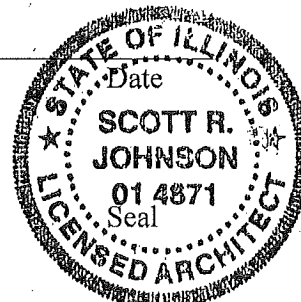
I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes,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



Architect/Engineer's Signature

001-014871
Illinois Registration or License Number

3/2/18



Approved by the _____ Board of Trustees

Date _____

Signed _____, Chairperson

_____, Secretary

**AGENDA ITEM #IX-D-10
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF STATEMENT OF FINAL CONSTRUCTION COMPLIANCE
NFPA 70E ARC FLASH REGULATORY COMPLIANCE PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the Statement of Final Construction Compliance for the NFPA 70E Arc Flash Regulatory Compliance project, completed during 2018.

BACKGROUND: ICCB requires completion of an annual Project Status Report. It is an additional requirement to have a Statement of Final Construction Compliance completed by a licensed architect or engineer.

The Arc Flash Regulatory Compliance project did not incur any change orders. This project was completed within the allocated budget.

BOARD ACTION: _____

Protection, Health, and Safety Project

**Statement of Final Construction Compliance for the
NFPA 70E Compliance Evaluation for Highland Community College**

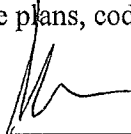
Name and address of architect/engineer providing the Statement of Final Construction Compliance:

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

Final cost of the project:

Approved Budget \$ 208,100.00 Actual Cost \$ 68,878.20

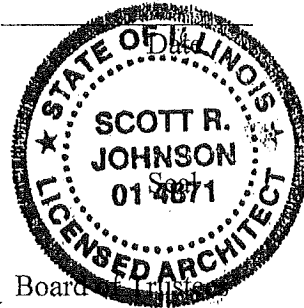
I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes,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



Architect/Engineer's Signature

001-014871
Illinois Registration or License Number

3/2/18



Approved by the _____

Board _____

Date _____

Signed _____, Chairperson

_____, Secretary

**AGENDA ITEM #IX-D-11
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF STATEMENT OF FINAL CONSTRUCTION COMPLIANCE
MUA REPLACEMENT PROJECT AT BUILDING "H"**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the Statement of Final Construction Compliance for the MUA Replacement at Building "H" project, completed during 2016.

BACKGROUND: ICCB requires completion of an annual Project Status Report. It is an additional requirement to have a Statement of Final Construction Compliance completed by a licensed architect or engineer.

The MUA Replacement Building H work at the Student/Conference Center did not incur any change orders. This project was completed within the allocated budget.

BOARD ACTION: _____

Protection, Health, and Safety Project

**Statement of Final Construction Compliance for the
MUA Replacement Project at Building "H" for Highland Community College**

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

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

Final cost of the project:

Approved Budget \$ 95,020.00 Actual Cost \$ 72,453.37

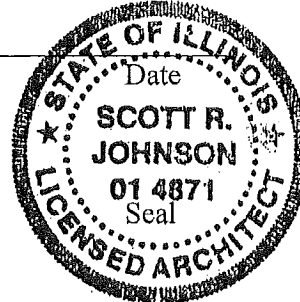
I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes,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



Architect/Engineer's Signature

001-014871
Illinois Registration or License Number

3/2/10



Approved by the _____ Board of Trustees

Date _____

Signed _____, Chairperson

_____, Secretary

**AGENDA ITEM #IX-D-12
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF QUOTE FOR PROTECTION, HEALTH, AND SAFETY PROJECT
AIR QUALITY AND BUILDING MATERIALS SAFETY**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the quote from Public Health and Safety Inc. of Chicago, IL for \$49,967.80 for the Air Quality and Building Materials Safety testing and analysis. This quote aligns with the budget for the project.

BACKGROUND: Public Health and Safety Inc. will perform tests for health risk contributors such as asbestos, mold, radon, particulate, and hazardous metals to determine indoor air quality and the safety of building materials in all regularly inhabited buildings on campus. The results of the tests will be analyzed to determine if action is required to improve indoor air quality or reduce any health risk factors.

Dr. Nicholas Peneff, President of Public Health and Safety Inc. is a Doctor of Public Health, Certified Industrial Hygienist, and Certified Safety Professional who has consulted the Environmental Protection Agency (EPA), Illinois Department of Public Health (IDPH), Illinois Emergency Management Agency (IEMA), Federal Emergency Management Agency (FEMA), Housing and Urban Development (HUD), and Chicago Public Schools (CPS) on matters of environmental issues related to asbestos, lead paint, radon, mold, and other environmental dangers. Locally, Public Health and Safety Inc. has also consulted with Rockford Memorial Hospital, Rockford University, Rockford area schools, Rockford Housing Authority, and the Housing Authority of Freeport.

This project will be funded through Protection, Health, and Safety funds.

BOARD ACTION: _____



Nicholas Peneff, Dr.PH, Pres.
 Senior Consultant
 37 S. Ashland Avenue
 Chicago, IL 60607
 (312)491-0081
 phsinc2@prodigy.net
<http://www.public-health-safety.com/>

ESTIMATE

ADDRESS

Mr. Kurt Simpson
 Highland Community College
 2998 W Pearl City Rd.
 Freeport, IL 61032

ESTIMATE # 26674

DATE 01/05/2018

PROJECT MANAGER

Nicholas Peneff

PROJECT NAME

Highland Community College

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|----------|
| 01/05/2018 | Laboratory Analysis Asbestos Air Samples: Phase Contrast Microscopy Sample Analysis, NIOSH Method 7400, 5 day turn-around 65 Interior Locations 4 Exterior Locations 26 Blanks Basis: Per Sample | 95 | 12.00 | 1,140.00 |
| 01/05/2018 | Laboratory Analysis Particulate Air Samples: Total Suspended Particulates, NIOSH Method 0500, 5 day turn-around 26 Interior Locations 4 Exterior Locations 3 Blanks Basis: Per Sample | 33 | 20.00 | 660.00 |
| 01/05/2018 | Laboratory Analysis Mold Air Samples: Direct Analysis Mold Sample Analysis, 5 day turn-around 65 Interior Locations 13 Exterior Locations Basis: Per Sample | 78 | 38.00 | 2,964.00 |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
| 01/05/2018 | <p>Laboratory Analysis Asbestos Bulk Samples: Transmission Electron Microscopy, 5 day turn-around</p> <p>2 Interior Locations in Building S1 the Gym Building: Room 127 Main Gym & Room 133 Auxiliary Gym - pursuant to renovation plans</p> <p>Note: Destructive Sampling will be required of each gym floor. Two gym floors are referenced. Quote includes up to 6 layers per sample, and 3 samples per gym.</p> <p>Basis: Per Sample NTE 24 </p> | 24 | 85.00 | 2,040.00 |
| 01/05/2018 | <p>Laboratory Analysis RCRA Heavy Metal Bulk Samples: Resource Conservation and Recovery Act Metals; 5 day turn-around (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)</p> <p>2 Interior Locations in Building S1 the Gym Building: Room 127 Main Gym & Room 133 Auxiliary Gym</p> <p>Note: Destructive Sampling will be required of each gym floor.</p> <p>Basis: Per Sample </p> | 6 | 130.00 | 780.00 |
| 01/05/2018 | <p>Mileage Mileage</p> <p>Basis: Per Day from Chicago to Freeport and Return </p> | 26 | 146.30 | 3,803.80 |
| 01/05/2018 | <p>Services Professional Services: Reporting for 13 Buildings in 1 joint report comparing hazard analysis with applicable standards, but not providing recommendations for construction specifications or abatement project design requiring A/E or HVAC specialist collaboration</p> <p>Basis: Flat Rate </p> | 1 | 500.00 | 500.00 |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|
| 01/05/2018 | <p>Laboratory Analysis Sampling: Radon Sampling to include:</p> <p>Buildings: E, F, H 1 and H2, I (Day care facility), M1 & 1 room Basement and M2, N and N Nursing Wing, R, S1 & Basement (Estimated Rooms 4+/-), T and W</p> <p>Basis: Per Sample </p> | 400 | 34.00 | 13,600.00 |
| 01/05/2018 | <p>ADDITIONAL NOTES:</p> <p>1. Please consider this Quote as fixing prices for accepted contract for two years. (although the Quickbooks "Estimate" format is fixed in software.)</p> <p>2. Unit Prices held for any unexpected additional services requested in writing for 2 years.</p> <p>3. Sampling will proceed in a sequence to be determined at mutually agreed schedules.</p> | | | |
| 02/06/2018 | <p>Services Quote for Professional Services: Indoor Air Quality Assessment</p> <p>Site Meeting and Walk-through Highland Community College, 2998 W Pearl City Rd., Freeport, IL 61032 per plan by Nicholas Peneff, DrPH, CIH, CSP and Victor Ovsey, MS</p> <p>Buildings: E, F, H 1 and H2, I, M1 and M2, N and N Nursing Wing, R, S1, T and W</p> <p>Basis: Flat Rate</p> | 1 | 2,640.00 | 2,640.00 |
| 02/28/2018 | <p>Services Professional Services: Air Sampling Services/Bulk Sampling Services: Asbestos Inspector, Asbestos Air Sampling Professional, Lead-Based Paint Inspector/Risk Assessor - Illinois Department of Public Health Licensed</p> <p>Basis: Per Man day </p> | 26 | 840.00 | 21,840.00 |

Quote open for 30 days as priced.

TOTAL

\$49,967.80

Unit Prices held for two years upon acceptance

Revised 02/26/2018.

Accepted By

Accepted Date

**AGENDA ITEM #IX-D-13
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF BID FOR PROTECTION, HEALTH, AND SAFETY PROJECT
BUILDING "F" ROOM #10 ADA ACCESSIBILITY**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low Base Bid and Alternate Bid #1 meeting specifications from Larson & Larson Builders, Loves Park, IL for \$67,575 for the Building F Room #10 ADA Accessibility Project. This bid aligns with the projected budget for the project.

BACKGROUND: Room #10 in the Ferguson Fine Arts Center was originally constructed in a tiered design to benefit vocal music classes and give the effects of choral risers. Recently this design has begun to be an impediment to students with disabilities. There is currently a ramp along one edge of the room but it does not comply with ADA Standards. Leveling the floor in this room would achieve compliance with ADA Standards.

This project will be funded through Protection, Health, and Safety funds.

The bid was advertised with eight packets being requested and six submitted.

Bids were opened at 11:00 a.m. on March 8, 2018.

BOARD ACTION: _____



March 9, 2018

Mr. Kurt Simpson
Highland Community College
2998 West Pearl City Road
Freeport, Illinois 61032

Re: Renovation Work for Building "F"
Highland Community College (RLJA# 17-092)

Dear Kurt:

On March 8, 2018, bids were received for the Renovation Work for Building "F". Bids were received from six Contractors. The low base bid was \$64,000.00 and was submitted by Larson and Larson Builders. Their Alternate Bid for the horizontal sliding marker board was \$3,575.00.

See bid tab attached.

We recommend approving the Base Bid and Alternate Bid #1 for a Total Contract Sum of \$67,575.00.

The estimated cost for Base Bid was \$92,000.00.

We have worked with Larson and Larson Builders in the past and feel they are qualified to complete this project. We recommend awarding the project to Larson and Larson Builders upon the Board's review and approval of the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.

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

RICHARD L. JOHNSON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Scott R. Johnson', is written over the typed name.

Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 17-092 file

**Building "F" Renovations for
Highland College**

Bid Date: March 8, 2018

RLJA #17-092

| BIDDERS | BID SECUR | ADDM RCPT. | SITE INSPCT | CERTIFI- CATION | BASE BID | ALT. BID NO. 1 |
|-----------------------------------------------------------------------------------------|--------------|---------------|----------------|--------------------|----------|-------------------------------------------------------------------|
| | | | | | | Provide & Install (1) 4' x 20' horizontal sliding marker board |
| Fosier Construction 1742 S. IHM Blvd. Freeport, IL 815-238-0681 | 5% | 1 | 2/19 | YES | \$75,800 | \$78,500 |
| Gitz-Meier Remodeling 4497 S. Park Rd. Freeport, IL 815-235-9690 | 5% | 1 | 2/19 | YES | \$72,145 | \$5,842 |
| Larson & Larson Bldrs 5612 Industrial Ave. Loves Park, IL 815-633-1773 | 5% | 1 | 2/19 | YES | \$64,000 | \$3,575 |
| Nicam Construction P.O. Box 856 Freeport, IL 815-238-9063 | 5% | 1 | 3/5 | YES | \$72,650 | \$2,718 |
| Sjostrom & Sons 1129 Harrison Ave. Rockford, IL 815-226-0330 | 5% | 1 | 3/1 | YES | \$87,000 | \$3,025 |
| Winter Construction 1840 S. Walnut Ave. Freeport, IL 815-235-1234 | 5% | 1 | 2/19 | YES | \$69,800 | \$3,300 |
| | | | | | | |
| | | | | | | |

Bid Opening Attendance Sheet

**Project Name: Building "F" Renovations Project for
 Highland Community College**

Project #: 17-092

Date: 11:00am, 3-8-18

| NAME | COMPANY | PHONE/EMAIL |
|----------------|---------------------|------------------------------------------|
| Paula Randolph | Jjostrom & Sons | 815-226-8330 jim.holloway@ |
| Vern Mills | Gitz-Meier | 815-235-9690 sjostromconstruction.com |
| Steve Gitz | Gitz Meier | vmills@lossreduction.com |
| KURT SIMPSON | HCC | |
| Scott Jensen | RWS | |
| Paul Foster | Foster Construction | 815-238-0681 Paul@Fosterconstruction.com |
| Garvin Horn | Nicom Construction | 291-3247 |
| | | |
| | | |
| | | |
| | | |

**AGENDA ITEM #IX-D-14
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF BID FOR PROTECTION, HEALTH, AND SAFETY PROJECT
HAZARDOUS SIDEWALK REPLACEMENT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low base bid meeting specifications from O'Brien Civil Works, Mt. Morris, IL for \$338,770 for the Hazardous Sidewalk Replacement Project. This bid aligns with the projected budget for the project.

BACKGROUND: Many areas of sidewalks across campus have deteriorated over the years, creating unsafe walkways and ADA accessibility issues. While some areas have cracked and broken creating a trip hazard, other areas have heaved up or sunken to the point where water will pond on the walks creating a continual ice hazard in the winter. Replacing the sidewalks in these areas will eliminate the trip hazards, level walks, and restore accessibility.

This project will be funded through Protection, Health, and Safety funds.

The bid was advertised with eleven packets being requested and six submitted. Two of the six submitted bids were rejected without opening due to the lack of required documents.

Bids were opened at 11:00 a.m. on March 8, 2018.

BOARD ACTION: _____

 **RICHARD L. JOHNSON
ASSOCIATES | ARCHITECTS**

March 9, 2018

Mr. Kurt Simpson
Highland Community College
2998 West Pearl City Road
Freeport, Illinois 61032

Re: Sidewalk Replacement Project
Highland Community College (RLJA# 17-091)

Dear Kurt:

On March 8, 2018, bids were received for the Sidewalk Replacement Project. Bids were received from four Contractors. The low base bid was \$338,770.00 and was submitted by O'Brien Civil Works.

See bid tab attached.

We recommend approving the Base Bid for a Total Contract Sum of \$338,770.00.

The estimated cost for Base Bid was \$430,000.00.

We have not worked with O'Brien Civil Works in the past. We will be checking references for projects they have worked on.

We recommend awarding the project to O'Brien Civil Works as long as the references check out and upon the Board's review and approval of the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.

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

Sincerely,

RICHARD L. JOHNSON ASSOCIATES, INC.



Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 17-091 file

**Sidewalk Replacement Project for
Highland College**

Bid Date: March 8, 2018

RLJA #17-091

| BIDDERS | BID SECUR | ADDM RCPT. | SITE INSPCT | CERTIFI- CATION | BASE BID | UNIT PRICE |
|------------------------------------------------------------------------------------|----------------------|-----------------------|------------------------|----------------------------|-----------------|--------------------------------------------------------|
| | | | | | | Remove & Replace 6" sidewalk over 2" comp. backfill |
| Civil Constructors P.O. Box 750 Freeport, IL 815-297-8514 | 5% | 2 | 2/19 | YES | \$353,800 | \$9.70 |
| M & M Concrete P.O. Box 40 Stockton, IL 815-947-2178 | 5% | 2 | 3/5 | YES | \$379,885 | \$10.50 |
| Nicam Construction P.O. Box 856 Freeport, IL 815-238-9063 | 5% | 2 | 3/2 | YES | \$389,000 | \$9.25 |
| O'Brien Civil Works 2963 W. Mud Creek Rd. Mt. Morris, IL 815-734-7722 | 5 | 2 | 23-Feb | YES | \$338,770 | \$9.00 |
| | | | | | | |

Bid Opening Attendance Sheet
**Project Name: Sidewalk Replacement Project for
Highland Community College**
Project #: 17-091
Date: 11:00am, 3-8-18

| NAME | COMPANY | PHONE/EMAIL |
|-----------------|--------------------------|---------------------------------------------------|
| JAMIN UNGER | STENSTROM | 815-378-2478 EXCAVATION@STENSTROM.COM |
| KATHY L JONES | O'BRIEN CIVIL WORK'S INC | 815-734-7722 OFFICE@OBIENCW.COM |
| Paula Randolph | Jostrom & Sons | 815-226-0330 JIM.HOLLOWAY@JOSTROMCONSTRUCTION.COM |
| RICHARD STEWART | JIIFLC | 8153708321 RSTEWART@jiiflc.org |
| KURT SIMPSON | HCC | |
| Scott Solman | BUS | |
| Gavin Hara | Nicom | 815 291-3249 gavin@nicomconstruction |
| Wate Simonton | Civil Constructors | (815)297-8524 wsimonton@civilinc.com |
| | | |
| | | |
| | | |

**AGENDA ITEM #IX-D-15
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

APPOINTMENT OF AUDITOR FOR FISCAL YEAR 2018

RECOMMENDATION OF THE PRESIDENT: It is recommended that the firm of Wipfli be retained to perform the annual audit for Fiscal Year 2018 at a cost not to exceed \$46,500. The audit will encompass all funds of Highland Community College including State and Federal grant programs.

BACKGROUND: Attached please find a letter submitted by Wipfli outlining professional auditing services to be provided with 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: _____

**AGENDA ITEM #IX-D-17
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD**

PAYMENT OF BILLS AND AGENCY FUND REPORT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the February 2018 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 328861 through 329227 amounting to \$577,966.90, Automated Clearing House (ACH) debits W0000459 through W0000462 amounting to \$7,368.78, Electronic Refunds of \$49,996.74, with 2 adjustments of \$328.39, such warrants amounting to \$635,004.03. Transfers of funds for payroll amounted to \$535,886.50.

Automated Clearing House (ACH) debits are SISCO payments. Electronic Refunds are issued to students.

BOARD ACTION: _____

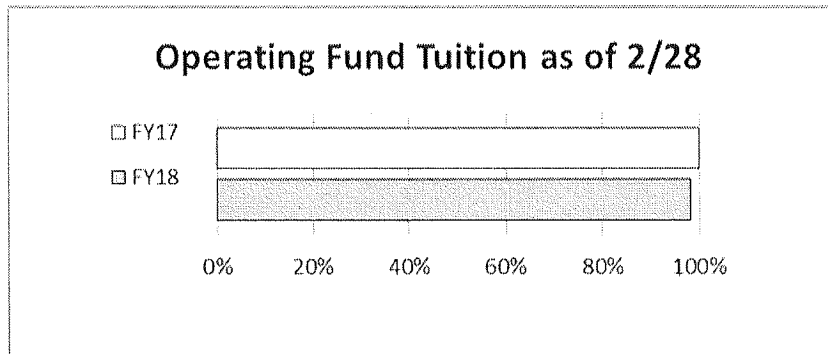
HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, Februaryy 28, 2018

| | PREVIOUS BALANCE | RECEIPTS | DISBURSEMENTS | BALANCE |
|-----------------------------|---------------------|-----------------|---------------|---------------------|
| US BANK | \$229,081.40 | \$416.67 | \$0.00 | \$229,498.07 |
| FIFTH THIRD | 20,569.26 | 0.00 | 0.00 | 20,569.26 |
| UNION LOAN AND SAVINGS | 172,462.35 | 0.00 | 0.00 | 172,462.35 |
| TOTAL ASSETS | \$422,113.01 | \$416.67 | \$0.00 | \$422,529.68 |
| 1010 HCC ORCHESTRA | \$57.00 | | | \$57.00 |
| 1011 TRANSFER FUNDS | | | | |
| 1012 FORENSICS SCHOLAR | 924.31 | | | 924.31 |
| 1013 INTEREST ON INVEST. | | | | |
| 1014 TRUSTS AND AGENCIES | | | | |
| 1015 CARD FUND | | | | |
| 1016 DIST #145 ROAD AND LOT | 56,620.09 | | | 56,620.09 |
| 1017 HCC ROAD AND LOT | 74,197.03 | | | 74,197.03 |
| 1018 YMCA ROAD AND LOT | 81,696.27 | 416.67 | | 82,112.94 |
| 1019 YMCA BLDG/MAINT | 37,131.79 | | | 37,131.79 |
| 1020 HCC BLDG/MAINT | 54,222.13 | | | 54,222.13 |
| 1021 YMCA/HCC INTEREST | 96,695.13 | | | 96,695.13 |
| 1022 HCC SECTION 125 PLAN | 20,569.26 | | | 20,569.26 |
| TOTAL | \$422,113.01 | \$416.67 | \$0.00 | \$422,529.68 |

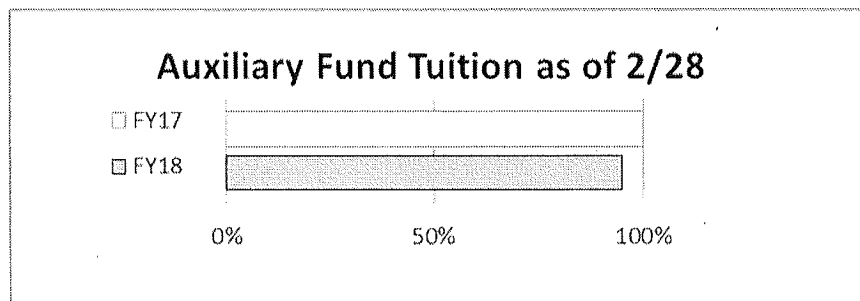
**AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18**

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

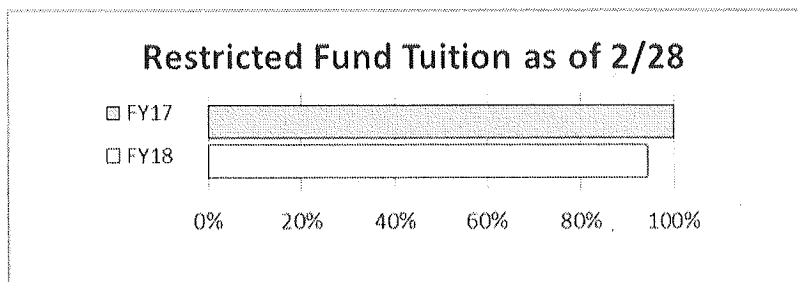
- As of February 28th, we are 66% of the way into FY18.
- **Current Results as of Month End:** The following charts show the comparison of the FY18 financial results for various items, as labeled, to FY17 results as of February 28th. The FY17 bar is the year-to-date results as of February 28, 2017, divided by the actual year end results for FY17. The FY18 bar is the year to date results for February 28, 2018, divided by the annual budgeted amount for FY18.



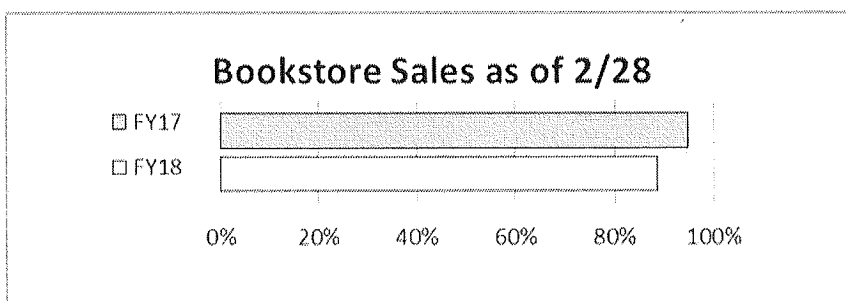
At the time, Operating Fund tuition appears to be about 2% below the budgeted amount for FY18. The total amount budgeted for FY18 is \$5,416,610. A budget shortfall of 2% amounts to about \$108,000.



At this time, Auxiliary Fund tuition revenue, which accounts for the per credit hour activity fee, appears to be about 5% below the budgeted amount for FY18. The total amount budgeted for FY17 is \$315,000. A budget shortfall of 5% amounts to \$15,750.



At this time, Restricted Fund tuition revenue, which accounts for the per credit hour technology fee, appears to be about 6% below the budgeted amount for FY18. The total amount budgeted for FY18 is \$575,000. A budget shortfall of 6% amounts to \$34,500.



At this time, bookstore sales appear to be about 6% below the budgeted amount for FY18. The total amount budgeted for FY18 is \$834,000. A budget shortfall of 6% amounts to \$50,000. At this time, purchases of textbooks for resale are about \$132,000 under budget. Purchases for resale are made based on faculty textbook selection and projected enrollment in each class.

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE
FY18

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| <u>REVENUE:</u> | <u>Budget</u> | <u>Year- to-Date</u> | <u>Percent</u> |
|-----------------------------------------|---------------|--------------------------|----------------|
| Local Taxes | \$6,034,298 | \$3,003,419 | 49.8% |
| Credit Hour Grants | 1,084,350 | 923,308 | 85.1% |
| Equalization | 50,000 | 33,333 | 0.0% |
| ICCB Career/Tech Education | 112,167 | - | 0.0% |
| ICCB Performance | - | - | 0.0% |
| CPP Replacement Tax | 333,108 | 104,634 | 31.4% |
| Dept. of Educ. | 6,000 | 9,368 | 156.1% |
| Other Federal Sources | 29,541 | - | 0.0% |
| Tuition & Fees | 5,416,610 | 5,332,354 | 98.4% |
| Sales & Services | 39,250 | 32,889 | 83.8% |
| Facilities Revenue | 108,876 | 59,074 | 54.3% |
| Interest on Investments | 8,000 | 15,156 | 189.5% |
| Non-Govt. Gifts, Grants | 889,398 | 679,866 | 76.4% |
| Miscellaneous | 16,489 | 36,182 | 219.4% |
| | ----- | ----- | |
| Total Revenue | \$14,128,087 | \$10,229,583 | 72.4% |
| | | | |
| <u>EXPENDITURES:</u> | | | |
| Salaries | \$8,879,741 | \$5,522,690 | 62.2% |
| Employee Benefits | 2,324,610 | 1,611,953 | 69.3% |
| Contractual Services | 805,650 | 391,720 | 48.6% |
| Materials & Supplies | 926,435 | 540,918 | 58.4% |
| Conference & Meeting | 282,618 | 118,580 | 42.0% |
| Fixed Charges | 57,612 | 35,081 | 60.9% |
| Debt Certificate Payment | 439,431 | 410,866 | 93.5% |
| Utilities | 659,741 | 582,735 | 88.3% |
| Capital Outlay | - | 23,911 | 0.0% |
| Other Expenditures | 447,484 | 233,278 | 52.1% |
| Transfers (In) Out | 105,119 | - | 0.0% |
| | ----- | ----- | |
| Total Expenditures | \$14,928,441 | \$9,471,732 | 63.4% |
| | | | |
| Excess of Revenues Over Expenditures | (\$800,354) | \$757,851 | |
| | | | |
| Fund Balance 7/1/17 | 3,880,209 | 3,880,209 | |
| | ----- | ----- | |
| Fund Balance 2/28/18 | \$3,079,855 | \$4,638,060 | |

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| REVENUE: | Budget | Year to-Date | Percent |
|-----------------------------------------|---------------|-----------------|---------|
| ----- | ----- | ----- | ----- |
| Local Taxes | \$741,500 | \$400,935 | 54.1% |
| Interest on Investments | - | 1,943 | 0.0% |
| Other | - | - | 0.0% |
| ----- | ----- | ----- | ----- |
| Total Revenue | \$741,500 | \$402,878 | 100.0% |
| | | | |
| EXPENDITURES: | | | |
| ----- | | | |
| Contractual Services | 125,698 | 26,479 | 21.1% |
| Materials & Supplies | 8,995 | 40 | 0.4% |
| Capital Outlay | 1,974,653 | 415,778 | 21.1% |
| Transfers Out | - | - | 0.0% |
| ----- | ----- | ----- | ----- |
| Total Expenditures | \$2,109,346 | \$442,297 | 21.0% |
| | | | |
| Excess of Revenues Over Expenditures | (\$1,367,846) | (\$39,419) | |
| | | | |
| Fund Balance 7/1/17 | \$1,882,853 | \$1,882,853 | |
| ----- | ----- | ----- | |
| Fund Balance 2/28/18 | \$515,007 | \$1,843,434 | |

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18

BOND AND INTEREST FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| REVENUE: | Budget | Year to-Date | Percent |
|-----------------------------------------|-------------|-----------------|---------|
| ----- | ----- | ----- | ----- |
| Local Taxes | \$1,694,688 | \$841,549 | 49.7% |
| ----- | ----- | ----- | ----- |
| Total Revenue | \$1,694,688 | \$841,549 | 49.7% |
| | | | |
| EXPENDITURES: | | | |
| ----- | | | |
| Fixed Charges | \$1,680,721 | \$1,615,528 | 96.1% |
| ----- | ----- | ----- | ----- |
| Total Expenditures | \$1,680,721 | \$1,615,528 | 96.1% |
| | | | |
| Excess of Revenues Over Expenditures | \$13,967 | (\$773,979) | |
| | | | |
| Fund Balance 7/1/17 | \$964,572 | \$964,572 | |
| ----- | ----- | ----- | |
| Fund Balance 2/28/18 | \$978,539 | \$190,593 | |

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18

AUXILIARY ENTERPRISE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| REVENUE: | Budget | Year to-Date | Percent |
|-----------------------------------------|-------------|-----------------|---------|
| ----- | | | |
| Tuition and Fees | \$315,000 | \$299,905 | 95.2% |
| Bookstore Sales | 834,000 | 739,091 | 88.6% |
| Athletics | 42,460 | 20,516 | 48.3% |
| Other | 121,100 | 169,706 | 140.1% |
| | ----- | ----- | ----- |
| Total Revenue | \$1,312,560 | \$1,229,218 | 93.7% |
| | | | |
| EXPENDITURES: | | | |
| ----- | | | |
| Salaries | \$302,850 | \$172,136 | 56.8% |
| Employee Benefits | 33,489 | 24,520 | 73.2% |
| Contractual Services | 86,770 | 53,929 | 62.2% |
| Materials & Supplies | 816,562 | 653,502 | 80.0% |
| Conference & Meeting | 182,965 | 106,531 | 58.2% |
| Fixed Charges | 5,470 | 429 | 7.8% |
| Utilities | 600 | 600 | 100.0% |
| Capital Outlay | 500 | 602 | 120.4% |
| Other Expenditures | 15,016 | 25,081 | 167.0% |
| Transfers | (135,000) | - | 0.0% |
| | ----- | ----- | ----- |
| Total Expenditures | \$1,309,222 | \$1,037,330 | 79.2% |
| | | | |
| Excess of Revenues Over Expenditures | \$3,338 | \$191,888 | |
| | | | |
| Fund Balance 7/1/17 | \$3,062 | \$3,062 | |
| | ----- | ----- | |
| Fund Balance 2/28/18 | \$6,400 | \$194,950 | |

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18

RESTRICTED PURPOSE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| <u>REVENUE:</u> | <u>Budget</u> | <u>Year-to-Date</u> | <u>Percent</u> |
|-------------------------------------|---------------|---------------------|----------------|
| Vocational Education | \$106,727 | \$0 | 0.0% |
| Adult Education | 273,927 | 149,090 | 54.4% |
| Other Illinois Sources | 56,394 | - | 0.0% |
| Department of Education | 4,422,960 | 2,025,584 | 45.8% |
| Other Federal Sources | 34,443 | 23,878 | 69.3% |
| Tuition & Fees | 575,000 | 542,102 | 94.3% |
| Sales & Service Fees | 26,510 | 25,234 | 95.2% |
| Interest | 18,581 | 19,458 | 104.7% |
| Non-govt. Gifts, Grants | 23,400 | 150 | 0.6% |
| Other | 304,785 | 183,890 | 60.3% |
| | ----- | ----- | ----- |
| Total Revenue | \$5,842,727 | 2,969,386 | 50.8% |
| <u>EXPENDITURES:</u> | | | |
| Salaries | \$871,765 | \$601,153 | 69.0% |
| Employee Benefits | 181,984 | 116,366 | 63.9% |
| Contractual Services | 588,030 | 156,610 | 26.6% |
| Materials & Supplies | 85,982 | 109,098 | 126.9% |
| Conference & Meeting | 55,760 | 22,764 | 40.8% |
| Fixed Charges | 24,221 | 300 | 1.2% |
| Utilities | 4,152 | - | 0.0% |
| Capital Outlay | 31,299 | 33,541 | 107.2% |
| Other Expenditures | 43,703 | 18,570 | 42.5% |
| Financial Aid | 4,042,939 | - | 0.0% |
| Transfers out | 13,881 | 1,830,829 | 0.0% |
| | ----- | ----- | ----- |
| Total Expenditures | \$5,943,716 | \$2,889,231 | 48.6% |
| Excess of Expenditures Over Revenue | (\$100,989) | \$80,155 | |
| Fund Balance 7/1/17 | 901,263 | 901,263 | |
| | ----- | ----- | |
| Fund Balance 2/28/18 | \$800,274 | \$981,418 | |

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18
AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| REVENUE: | Budget | Year to-Date | Percent |
|-----------------------------------------|-----------|-----------------|---------|
| ----- | ----- | ----- | ----- |
| Local Taxes | \$44,000 | \$22,082 | 50.2% |
| | ----- | ----- | ----- |
| Total Revenue | \$44,000 | \$22,082 | 50.2% |
| | | | |
| EXPENDITURES: | | | |
| ----- | | | |
| Contractual Services | \$46,000 | \$46,000 | 100.0% |
| | ----- | ----- | ----- |
| Total Expenditures | \$46,000 | \$46,000 | 100.0% |
| | | | |
| Excess of Revenues Over Expenditures | (\$2,000) | (\$23,918) | |
| Fund Balance 7/1/17 | \$13,048 | \$13,048 | |
| | ----- | ----- | |
| Fund Balance 2/28/18 | \$11,048 | (\$10,870) | |

AGENDA ITEM #X-A
MARCH 20, 2018
HIGHLAND COMMUNITY COLLEGE BOARD
FY18

LIABILITY, PROTECTION, AND SETTLEMENT FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended February 28, 2018

| REVENUE: | Budget | Year to-Date | Percent |
|-----------------------------------------|-------------|-----------------|---------|
| ----- | ----- | ----- | ----- |
| Local Taxes | \$993,000 | \$476,570 | 48.0% |
| Other | 0 | 5,074 | 100.0% |
| ----- | ----- | ----- | ----- |
| Total Revenue | \$993,000 | \$481,644 | 48.5% |
| | | | |
| EXPENDITURES: | | | |
| ----- | | | |
| Salaries | \$285,461 | \$192,922 | 67.6% |
| Employee Benefits | 347,553 | 231,042 | 66.5% |
| Contractual Services | 296,012 | 255,097 | 86.2% |
| Materials & Supplies | 11,900 | 5,394 | 45.3% |
| Conference & Meetings | 13,200 | 325 | 2.5% |
| Fixed Charges | 214,916 | 215,321 | 100.2% |
| Utilities | 6,822 | 3,934 | 57.7% |
| ----- | ----- | ----- | ----- |
| Total Expenditures | \$1,175,864 | \$904,035 | 76.9% |
| Excess of Revenues Over Expenditures | (\$182,864) | (\$422,391) | |
| Fund Balance 7/1/17 | \$386,040 | \$386,040 | |
| ----- | ----- | ----- | |
| Fund Balance 2/28/18 | \$203,176 | (\$36,351) | |